

ELECTRIC TARIFF

Midwest Energy, Inc.

Issued By: Pat Parker, Chief Executive Officer

Effective Date: June 1, 2016

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

TABLE OF CONTENTS

	<u>Index No.</u>
Schedule of Fees.....	7
Retail Electric Service Area	8
M System Master Tariff (Numerical Rate Summary).....	9
 Rate Schedules — M and W Systems	
M Residential Service, RS.....	21
M Residential Total Electric Service, RTE.....	23
M Residential Demand Rate Service, RD.....	25
W Residential Electric Service, RS.....	27
Company Non-Domestic Annual Service, AS.....	35
M General Service Small, GSS.....	37
M General Service Small — Demand Rate, GSS-DR.....	39
W General Service Small, GS.....	41
W Service to Schools, PS.....	43
Company Recreational Facility Lighting Service, RFL.....	45
M General Service Medium, GSM.....	50
M General Service Large, GSL.....	52
M General Service Large - Time of Day Frozen, GSL-TOD.....	54
M General Service Heating, GSH.....	57
M Transmission Level Service, TLS.....	59
W Large Power Contract Service, LP.....	61
Company Optional Large Interruptible Service Rider, LISR.....	62
M Primary Metering and Customer Transformation Discount Rider, PMD.....	66
M Economic Development Rider, EDR.....	67
Expiring Contract Replacement Rider.....	71
M Oil Field Service, OFS.....	73
W Oil Field Service, WOS.....	75
M Incidental Irrigation - Annual Service, IGI-A.....	82
M Irrigation Service - Standard , IGS.....	84
M Irrigation Service - Time of Day, IG-TOD.....	86
W Irrigation Service, WIR.....	88
Company Pump Curtailment Rider, PCR.....	90
Company Leased Area Lighting, LAL.....	100
Company Street Lighting Service, SL.....	106

Issued By: Pat D. Parker, Chief Executive Officer

Effective Date: January 1, 2023

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

TABLE OF CONTENTS (Continued)

	<u>Index No.</u>
Other Tariffs and Schedules	
Company Energy Cost Adjustment, ECA.....	126
Company Ad Valorem Tax Surcharge, AVE.....	134
Company Transmission Delivery Charge, TDC.....	136
Company How\$mart® Rider, HSE.....	138
AMI Conversion Rider	146
Company Building Operator Certification Program, BOC.....	149
Company Relocation of Facilities Tariff, ROFT.....	151
 Electric Terms and Conditions	 200
 Parallel Services	
Company Parallel Generation Rider - Renewable, PGR-R	280
Company Net Metering Rider, NMR.....	286
Company Parallel Generation Rider - Qualifying Facility, PGR-QF	292
 Distributed Resources Interconnection Tariff	 300

Issued By: Pat Parker, Chief Executive Officer

Effective Date: January 1, 2023

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

Pages 3-6 Reserved for Future Use

Issued By: Pat Paik, Chief Executive Officer

Effective Date: **January 1, 2023**

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

SCHEDULE OF SERVICE FEES

Applicable for Customer charges under the Company's General Terms and Conditions for Company electric and gas systems currently on file or as re-filed from time to time with the State Corporation Commission of Kansas.

- | | |
|---|--------------------------------------|
| 1. Temporary Service Fee..... | \$50.00 |
| 2. Meter Reading Fee..... | \$13.50 |
| Additional Meters, same location..... | \$5.00 |
| 3. Insufficient Funds Charge..... | \$30.00 |
| 4. Insufficient Funds Service Charge..... | \$30.00 |
| 5. Collection Charge..... | \$25.00 \$8.00 |
| 6. Disconnection Charge per Meter..... | \$25.00 \$8.00 |
| 7. Reconnection Charge per Charge, First Meter..... | \$25.00 \$15.00 |
| Additional Meters, same location..... | \$5.00 |
| 8. Meter Test Fee..... | \$74.00 |
| 9. After-Hours Reconnection Charge..... | \$135.00 \$30.00 |
|
After Hours Reconnection Labor Charge applies to reconnections conducted outside
180+ regular business hours and is in addition to the above regular Reconnection
Charge. Regular Business Hours are defined as non-holiday weekdays, 8:00 A.M. to
5:00 P.M., Central Prevailing Time. | |
| 10. Credit/Debit/ATM Card Fee for each transaction not greater than | \$2,000 \$450.00.. \$3.95 |

Issued By: Pat Plache, Chief Executive Officer

Effective Date: January 1, 2023

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

RESIDENTIAL SERVICE

AVAILABLE

At locations on the Company's existing delivery system operating at or below 34 kV.

APPLICABLE

To a single-family residential dwelling unit supplied through one meter for domestic use and incidental general service use when supplied through the domestic use meter. This schedule is not applicable if the estimated general service annual energy use exceeds the residential portion. A residence in which four sleeping rooms or more are rented or are available for rent or lease, is considered nondomestic and the applicable General Service schedule will apply.

CHARACTER OF SERVICE

Alternating current, approximately 60 cycles, single-phase, at nominal voltages of 120 or 120/240 volts. Three-phase service may be supplied at the Company's option.

MONTHLY RATE

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

MINIMUM BILL

The Customer Charge, plus the minimum specified in the Electric Service Agreement (if any), plus applicable adjustments and surcharges.

DETERMINATION OF BILLING DEMAND

The billing demand will be the highest kWh measured over a 15-minute interval in the billing period during the following:

- Summer Period – June through September every day from 3:00 PM until 7:00 PM Central Prevailing Time (CPT).
- Non-Summer Period – October through May every day **for every hour of the day.**



Index #: 22
Schedule: RES
Replacing Schedule: Initial
Territory: Company Wide

RESIDENTIAL SERVICE

OTHER TERMS AND CONDITIONS

Service hereunder is subject to the Company's Electric Terms and Conditions as approved by Midwest Energy, Inc. Board of Directors.

Issued By: Pat Parker, Chief Executive Officer

Effective Date: January 1, 2023

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

Index 23-34 Reserved for Future Use

Issued By: Pat Padhe, Chief Executive Officer

Effective Date: January 1, 2023

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

RETAIL ELECTRIC SERVICE AREA – M SYSTEM

The M System comprises the following communities and/or adjacent rural areas:

Albert*	Goodland	Jennings*	Munjoy	Russell
Angeles	Gorham*	Jetmore	Oakley*	Russell Springs*
Atwood*	Gove*	Kanorado*	Ogallah	Selden*
Bird City*	Grainfield*	LaCrosse	Page City	Sequin
Brewster*	Great Bend	Larned	Park*	Seward*
Colby	Great Bend Westport*	Lenora*	Penokee	Sharon Springs
Collyer*	Grinnell*	Leoville	Pfeifer	Victoria*
Dresden*	Halford	Levant	Quinter*	WaKeeney*
Edmund*	Hanston*	McDonald*	Radium	Wallace*
Edson	Hays*	Menlo*	Rexford*	Walker
Ellis*	Hill City	Monument	Ruleton	Weskan
Fairport	Hoxie*	Morland*	Rush Center*	Winona*
Gem*				

RETAIL ELECTRIC SERVICE AREA – W SYSTEM**

The W System comprises the following communities and/or adjacent rural areas:

Abbyville*	Chase*	Hudson*	Lyons-Ellsworth Co	Plevna*	St. John
Alden*	Claflin*	Kinsley*	Macksville*	Preston*	Stafford
Arlington*	Ellinwood	Langdon*	Mitchell	Raymond*	Sylvia*
Belpre*	Fellsburg	Larned	Natrona	Red Wing	Trousdale
Burdett*	Frederick*	Lewis*	Offerle*	Rozel*	Turon*
Bushton*	Garfield*	Little River*	Partridge	Saxman	Zenith
Centerview	Geneseo*	Lyons*	Pawnee Rock*	Silica	

* Midwest Energy, Inc. holds an electric franchise agreement for service within the city limits of these communities.

** The W System territory has been served by Midwest Energy since August 15, 2003

Issued By: Pat Parker, Chief Executive Officer

Effective Date: **January 1, 2023**

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

FROZEN**NON-DOMESTIC ANNUAL SERVICE****AVAILABLE**

At locations on the Company's existing delivery system operating at or below 12 kV.

APPLICABLE

At the Company's option, this schedule may be made available for intermittent or seasonal service, such as electric powered water pumps, fence chargers, stock tank heaters, welders, incidental lighting, machine sheds, storage facilities, signs, other non-domestic equipment, and non-domestic buildings. Service under this schedule will not be applicable where premises are regularly occupied as living quarters. Service under this schedule cannot exceed 2000 kWh annually. Customers using more than 2000 kWh annually will be billed under the applicable General Service rate schedule. ***This rate schedule is only available to accounts already receiving service on this rate schedule prior to January 1, 2023.***

CHARACTER OF SERVICE

Alternating current, approximately 60 cycles, single-phase, at nominal voltages of 120 or 120/240 volts.

ANNUAL BILLING PERIOD

The electric service rate set forth hereunder is based on a twelve-month service year. The energy use for the preceding twelve-month period and the annual prepaid Customer Charge will be billed to the Customer during the anniversary month of the account.

ANNUAL RATE


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

CONTRACT PERIOD

Service will not be provided under this schedule for less than one (1) year, or such terms as may be specified in the Electric Service Agreement between the Customer and the Company.

FROZEN**NON-DOMESTIC ANNUAL SERVICE****OTHER TERMS AND CONDITIONS**

1. The Company will read meters once each year, at or near the close of the service year, and all energy consumed during such period from the last meter reading will be billed at the foregoing rate. Such billing will be adjusted to include the ~~ECA factor~~ **Energy Cost Adjustment** applicable ~~effective during~~ **on the end meter read date** during the month of **the billing period**.
2. In the event a Customer disconnects service prior to the close of a service year, the prepaid Customer Charge will be refunded on a prorated basis.
3. Service hereunder is subject to the Electric Terms and Conditions of the Company on file with The State Corporation Commission of Kansas.

Issued By: , Chief Executive Officer

Effective Date: **January 1, 2023**Approved or Adopted by Midwest Energy, Inc. Board of Directors: **November 17, 2022**

GENERAL SERVICE SMALL

AVAILABLE

At locations on the Company's existing delivery system operating at or below 34 kV.

APPLICABLE

To any account having a maximum demand from July 1st through September 30th inclusive of less than 25 kilowatts for all power and energy uses at any one location where service of a single character is taken through one meter at one point of delivery for which no specific schedule is provided. Accounts having a maximum demand greater than 100 kW from October 1st through June 30th inclusive may not take service under this schedule.

CHARACTER OF SERVICE

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

MONTHLY RATE

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

MINIMUM BILL

The Customer Charge, plus the minimum specified in the Electric Service Agreement (if any), plus applicable adjustments and surcharges.

DETERMINATION OF BILLING DEMAND

The billing demand will be the highest kWh or kW measured over a 15-minute interval in the billing period during the following:

- Summer Period – June through September every day from 3:00 PM until 7:00 PM Central Prevailing Time.
- Non-Summer Period – October through May every day for every hour of the day.

Issued By: Pat Plake, Chief Executive Officer

Effective Date: January 1, 2023

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

GENERAL SERVICE SMALL

UNMETERED SERVICE

At the Company's discretion, service to minimal linear loads may be provided without metering. Unmetered service refers to electric service which is not measured by a watt-hour meter. This type of service may apply, at Company's option, to delivery points for which it is impractical or difficult to install and read meters. In addition, it may apply, at Company's option, to delivery points with minimal linear loads. The usage is calculated by using typical hours of use and rated equipment loads. The applicable rates shall be the General Service Small kWh rate (including adjustments and surcharges) plus a customer charge of \$5.00 per month.

OTHER TERMS AND CONDITIONS

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

Issued By: Pat Plache, Chief Executive Officer

Effective Date: January 1, 2023

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



Index #: 39
Schedule: GSS
Replacing Schedule: GSS
Territory: Company Wide

Index 39-42 Reserved for Future Use

Issued By: Pat Placke, Chief Executive Officer

Effective Date: January 1, 2023

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

SERVICE TO SCHOOLS

AVAILABLE

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

APPLICABLE

To any tax supported public school or parochial school organized and operated by a generally recognized religious organization *which provides instruction for students enrolled in grade kindergarten or grades one through twelve* incorporated under specific laws of Kansas relating to thereto, using electric service supplied at one point of delivery and where that service location is used predominately for educational purposes.

Electric service to public and parochial schools may also be supplied under the Company's applicable General Service *Small schedule if the accounts peak kW is less than of 25 kilowatts (kW) from July 1st through September 30th inclusive* or ~~Large Power Contract Service~~ *General Service Large schedule if the accounts peak kW is greater than or equal to 200 kW from July 1st through September 30th inclusive* and the rate schedules subject to the terms thereof. This schedule is not applicable to breakdown, standby, or resale service.

CHARACTER OF SERVICE

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

MONTHLY RATE

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

MINIMUM BILL

The Customer Charge, plus the minimum specified in the Electric Service Agreement (if any), plus applicable adjustments and surcharges.

SERVICE TO SCHOOLS


DETERMINATION OF BILLING DEMAND

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

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

OTHER TERMS AND CONDITIONS

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

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

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

RECREATIONAL FACILITY LIGHTING SERVICE

AVAILABLE

At locations on the Company's existing delivery system at or below 34 kV.

APPLICABLE

This Schedule is available to any customer **account** with a maximum demand **from July 1st through September 30th inclusive** during the summer billing period of 25 **kW kilowatts (kW)** or more for electric service used for lighting specifically designed outdoor recreational facilities. Service for incidental purposes such as food concession facilities may be included for billing purposes under this Schedule if the incidental use follows a similar usage pattern as the lighting service.

CHARACTER OF SERVICE

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

MONTHLY RATE

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

MINIMUM BILL

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

DETERMINATION OF ~~KW~~-BILLING DEMAND

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

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


RECREATIONAL FACILITY LIGHTING SERVICE

TIME OF DAY BILLING PERIODS

The on-peak period is defined as all days from 2:00 p.m. to 9:00 p.m. beginning June 1st through August 31 **inclusive**. All other hours are off-peak.

OTHER TERMS AND CONDITIONS


- ~~1. In the event an Customer account billed under this Schedule enters the winter billing period with no immediately preceding eleven (11) months' has no actual demand readings of 25 kW or more, that Customer account may thereafter be billed under a General Service Small rate schedule until subsequent demand readings dictate use of this rate schedule.~~
- 2. If the power factor at any delivery point is less than 90 percent, Company at its sole discretion may require Customer to install power factor correction equipment at Customer's expense. Determination of power factor shall be under conditions which the Company determines to be normal.**
3. Service hereunder is subject to the Electric Terms and Conditions approved by Midwest Energy, Inc. Board of Directors.

Issued By: , Chief Executive Officer

Effective Date: **January 1, 2023**

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

Index 47-49 Reserved for Future Use

Issued By: , Chief Executive Officer

Effective Date: **January 1, 2023**

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

GENERAL SERVICE MEDIUM

AVAILABLE

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

APPLICABLE

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

CHARACTER OF SERVICE

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

MONTHLY RATE

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

MINIMUM BILL

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

DETERMINATION OF BILLING DEMAND


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

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

GENERAL SERVICE MEDIUM

OTHER TERMS AND CONDITIONS

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

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

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

GENERAL SERVICE LARGE

AVAILABLE

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

APPLICABLE

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

CHARACTER OF SERVICE

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

MONTHLY RATE

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

MINIMUM BILL

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

DETERMINATION OF BILLING DEMAND

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


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

GENERAL SERVICE LARGE

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

OTHER TERMS AND CONDITIONS

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

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

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

FROZEN**OPTIONAL GENERAL SERVICE LARGE – TIME OF DAY
(Optional Time of Day Rate)****AVAILABLE**

At locations on the Company's existing delivery system at or below 34 kV for Customers **accounts** that would otherwise be General Service Medium or General Service Large Customers. At the Company's option, General Service Large – Time of Day may be delivered from a higher voltage. This rate schedule will only be available to customers already receiving service on this rate schedule prior to July 1, 2016.

APPLICABLE

To any Customer **account** having a maximum demand during the summer billing period of 25 kilowatts (kW) or more, for all power and energy uses at one location where service of a single character is taken through one meter at one point of delivery for which no specific schedule is provided.

CHARACTER OF SERVICE

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

MONTHLY RATE

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

MINIMUM BILL

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

DETERMINATION OF BILLING DEMAND

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

- A. The highest average ~~fifteen (15)~~ -minute kW demand measured during the off-peak period for the period in which the bill is rendered; or
- B. ~~Eighty (80)~~ percent of the highest average ~~fifteen (15)~~ minute kW demand measured during the off-peak period for the most recent three preceding billing periods with ending meter reading dates ~~that fall in the summer period~~ **from July 1st through September 30th inclusive**; or
- C. Twenty (20) kW.

FROZEN
GENERAL SERVICE LARGE – TIME OF DAY
(Optional Time of Day Rate)

TIME OF DAY PERIOD

The on-peak period is defined as 2:00 p.m. to 9:00 p.m., Monday through Saturday, June 1st through August 31. All other hours are off-peak.

LOAD SHEDDING

It is the sole responsibility of the Customer to shed loads, either manually or automatically, to reduce demand during the on-peak periods. The Company will not be required to notify the Customer of the beginning or end of on-peak periods or seasons.

Alternate Rate (kVA Rate)

~~Customers taking service under this schedule may be metered with a kilovolt amp (kVA) demand and energy meter in lieu of a standard kilowatt (kW) demand and energy meter. KVA metering may be initiated by either the Customer or the Company, and once installed, will not be removed without the consent of both parties. In such instances, the kVA demand charges will be ninety (90) percent of the kW demand charges specified above. The energy charge will remain unchanged. Determination of kVA billing demand will be according to the same methodology as determining the kW billing demand. Time of day kVA metering is subject to availability of metering equipment capable of such measurements. Where a minimum billing demand is specified, it will be twenty-two and one quarter (22.25) kVA.~~

Issued By: Pat Plache, Chief Executive Officer

Effective Date: June 17, 2013

Approved or Adopted by Midwest Energy, Inc. Board of Directors: June 17, 2013

FROZEN**GENERAL SERVICE LARGE – TIME OF DAY
(Optional Time of Day Rate)****OTHER TERMS AND CONDITIONS**

1. ~~In the event a Customer billed under this Schedule enters the winter billing period with no immediately preceding eleven (11) months' actual demand readings of 25 kW (27.75 kVA) or more, that Customer may thereafter be billed under a General Service Small schedule until subsequent demand readings dictate use of this Schedule. However, no such rate reclassification may occur if the Customer is bound by a line extension contract to this Schedule.~~
2. *If the power factor at any delivery point is less than 90 percent, Company at its sole discretion may require Customer to install power factor correction equipment at Customer's expense. Determination of power factor shall be under conditions which the Company determines to be normal.*
3. ~~The Customer choosing the optional Time of Day Rate for an account must remain on the rate schedule for one year. Similarly, a Customer that leaves this optional schedule may not return for one year.~~
4. ~~The Customer may request optional Time and Temperature Service under the General Service Large Time of Day Rate. However, it is at the sole discretion of the Company to install the metering devices capable of sensing or receiving temperature data. If such devices have been installed, the on-peak energy charge shall apply to only the kWh used during the on-peak period when the temperature threshold has been exceeded. The temperature threshold is between 90 and 95 degrees Fahrenheit. The Customer will be charged an additional \$5.00 per month as part of the customer charge to participate in this option. Once the Customer has elected the Time and Temperature option, it must remain on it for at least one year from the date the optional Time and Temperature service took effect. Similarly, Customer is not eligible to participate in the optional service for one year from the date of withdrawal.~~
5. Service hereunder is subject to the Electric Terms and Conditions approved by Midwest Energy, Inc. Board of Directors.

Issued By: Pat Plache, Chief Executive Officer

Effective Date: June 17, 2013

Approved or Adopted by Midwest Energy, Inc. Board of Directors: June 17, 2013

GENERAL SERVICE HEATING

AVAILABLE

At locations on the Company's existing delivery system at or below 34 kV for Customers **accounts** that would otherwise be General Service Medium or General Service Large Customers **accounts**. At the Company's option, General Service Heating may be delivered from a higher voltage.

APPLICABLE

To General Service Large (GSL) Customers **accounts** utilizing at least 10 kilowatts (kW) or more of permanently installed, thermostatically controlled, electric space heating equipment, and where the connected space heating load is not less than thirty (30) percent of the total connected load. Customer's **Account's** energy use pattern must, in Company's sole discretion, indicate actual use of electric space heating and a balance of summer and winter loads, or a predominant winter load. In the event an Customer's **account's** connected electric space heating load is separately metered, the service (kW and kWh) supplied through the heating service meter will be added to the general service meter and billed under this schedule as though all of the service was supplied through one (1) meter.

CHARACTER OF SERVICE

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

MONTHLY RATE

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

MINIMUM BILL

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

DETERMINATION OF BILLING DEMAND

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


- A. The highest average ~~fifteen~~ (15) -minute kW demand measured during the period for which the bill is rendered; or
- B. **Eighty (80) percent of the highest average 15minute kW demand measured during the most recent three billing periods with ending meter reading dates from July 31st through September 30th inclusive; or**
- C. ~~Twenty~~ (20) kW.

GENERAL SERVICE HEATING

The summer demand rate is effective from June 16th through September 15th inclusive. The Non-summer demand rate is effective from September 16th through June 15th inclusive. When both the summer and non-summer demand rates are effective for a portion of a billing period, the demand rate will be prorated by the ratio of the number of days that fall within the summer and the number of days that fall within the non-summer periods.

OTHER TERMS AND CONDITIONS

- ~~1. In the event an Customer account billed under this Schedule enters the winter billing period with no immediately preceding summer billing period actual demand readings of 25 kW or more, that Customer may thereafter be billed under a General Service Small schedule until subsequent summer period demand readings dictate use of this Schedule. However, no such rate reclassification may occur if the account is bound by a line extension contract to this Schedule.~~
- 2. If the power factor at any delivery point is less than 90 percent, Company at its sole discretion may require Customer to install power factor correction equipment at Customer's expense. Determination of power factor shall be under conditions which the Company determines to be normal.*
3. Service hereunder is subject to the Electric Terms and Conditions approved by Midwest Energy, Inc. Board of Directors.

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

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

TRANSMISSION LEVEL SERVICE

AVAILABLE

At locations along the Company's transmission system consisting of facilities operating at or above 34.5 kV.

APPLICABLE

To any Customer taking service directly off the Company's transmission system, metered at transmission level voltage, and having a peak demand of greater than 500 **kilowatts** (kW) in at least one of the previous billing months.

MONTHLY RATE

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

MINIMUM BILL

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

DETERMINATION OF BILLING DEMAND

The billing demand will be calculated the highest of the following:

- A. The highest average ~~fifteen-minute~~ **15-minute** demand measured during the period for which the bill is rendered;
- B. The highest average ~~fifteen (15) minute kW~~ **or kilovolt-ampere (kVA)** demand measured during any of the periods for which bills are rendered in the most recent three preceding billing periods with ending meter reading dates from June 1st through August 31st inclusive; or
- C. ~~Five Hundred (500) kW or 550 kVA.~~
- D. 50 percent of the contract capacity as stated in the Contract for Electric Service or as determined by Company.**

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

- ~~D. If available, the Company will acquire metering equipment at the Customer's expense that will provide Time of Day demand information. In this instance, billing demand measured under paragraph B of this Section will be replaced with the following:~~

TRANSMISSION LEVEL SERVICE

~~"The highest average fifteen minute demand measured between the hours of 2:00 p.m. and 9:00 p.m., Monday through Saturday, based on meter read dates from the previous June 1st through August 31st."~~

~~The Company will do its best to satisfy Customer's request for this option. Any expenses associated with this option, including costs of the meter or higher billing costs will be charged to the Customer as an Additional Facilities charge and calculated based on the formula under the Additional Facilities Section of this tariff.~~

ADDITIONAL FACILITIES

If the Company is required to invest in any additional facilities downstream of the transmission system, the additional facilities will be treated as a line extension and an additional facilities charge may be required as determined by line extension policy in the Company's Terms and Conditions.

OTHER TERMS AND CONDITIONS

1. *The Customer has the option of choosing either kW or kVA demand billing for an account. The demand billing shall be determined when the application for electric service is made. The demand billing shall be included as part of the Electric Service Agreement. The demand billing shall remain effective for the duration of the Electric Service Agreement. After such time, the demand billing may be changed with the consent of both the Customer and Company. Accounts without an Electric Service Agreement or expired Electric Service Agreement may change demand billing with the consent of both the Customer and Company. The Company may require kVA demand billing or power factor corrective equipment installed at the Customer's expense for an account if the account's power factor falls below 90% at any delivery point.*
2. The provision of Company-owned transformation equipment to facilitate the Customer taking under this schedule will be negotiated on a case-by-case basis as part of the Electric Service Contract between the Customer and Company.
3. Transformer losses shall be added to service metered at the low side of the transformer.
4. Service hereunder is subject to the Electric Terms and Conditions of the Company on file with the Corporation Commission of Kansas.

PRIMARY METERING AND CUSTOMER TRANSFORMATION DISCOUNT RIDER

AVAILABLE

At locations on the Company's existing delivery system.

APPLICABLE

To any customer **account** taking service at voltages equal to or above 7,000 volts phase to ground under rate schedules General Service Large, General Service Large – Time of Day, General Service Heating, or Oil Field Service.

MONTHLY RATE

Demand and energy charges will be discounted according to the following schedule:

1. For Customers **accounts** receiving service directly from the Company's 34 kV system, the discount will be two (2) percent.
2. For Customers **accounts** receiving service directly from the Company's primary distribution system, the discount will be one (1) percent.

OTHER TERMS AND CONDITIONS

1. The provision of Company-owned transformation equipment to facilitate the Customer **account** taking service under this schedule will be negotiated on a case-by-case basis as part of the Electric Service Contract between the Customer and Company.
2. All provisions of the Customer's **account's** regular or optional rate schedule which are not specifically changed by this Rider will remain in full force and effect.
3. Service hereunder is subject to the Electric Terms and Conditions of the Company on file with the State Corporation Commission of Kansas **as approved by Midwest Energy, Inc. Board of Directors.**

Issued By: Pat Parker, Chief Executive Officer

Effective Date: **January 1, 2023**

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



Index #: 67
Schedule: PMD
Replacing Schedule: PMD
Territory: M

Index 67-72 Intentionally Left Blank

Issued By: Pat Parker, Chief Executive Officer

Effective Date: January 1, 2023

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

OIL FIELD SERVICE

AVAILABLE

At locations on the Company's existing delivery system operating at or below 34 kV.

APPLICABLE

To any account which the primary purpose of the service is for oil well production and pipeline power and energy use at any one location where service is taken through one meter at one point of delivery.

CHARACTER OF SERVICE

Alternating current, 60 cycles, at Company's standard secondary voltage available from appropriately sized transformer(s).

MONTHLY RATE

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

MINIMUM MONTHLY CHARGE

The Customer Charge, plus the minimum specified in the Electric Service Agreement (if any), plus applicable adjustments and surcharges.

DETERMIANTION OF BILLING DEMAND

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


- A. The highest average 15-minute kW demand measured during the period for which the bill is rendered; or
- B. The highest average 15-minute kW demand measured during any of the periods for which bills are rendered in the most recent three preceding billing periods with ending meter dates from July 1st through September 30th inclusive.

OTHER TERMS AND CONDITIONS

- 1. The Company will own and operate all electric facilities installed by the Company. The Company will furnish the meter complete with meter socket and service drop to a point to be agreed on between Customer and Company.
- 2. If the power factor at any delivery point is less than 90 percent, Company at its sole discretion may require Customer to install power factor correction equipment at Customer's expense. Determination of power factor shall be under conditions which the Company determines to be normal.

OIL FIELD SERVICE

3. The Customer's equipment must include entrance facilities, phase imbalance and loss of phase protection devices, overload protection devices, starter wiring and meter loop wiring, all to be built and installed in accordance with the National Electrical Safety Code.
4. Service hereunder is subject to the Electric Terms and Conditions approved by Midwest Energy, Inc. Board of Directors.

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

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



Index #: 75
Schedule: OFS
Replacing Schedule: OFS
Territory: Company Wide

Index 75-81 Reserved for Future Use

Issued By: Pat Placke, Chief Executive Officer

Effective Date: January 1, 2023

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

INCIDENTAL IRRIGATION – ANNUAL SERVICE

AVAILABLE

At locations on the Company's existing delivery system operating at or below 12 kV.

APPLICABLE

To Customers for sprinkler drives, tail water pumps and any other use incidental to irrigation pumping where service of a single character is taken through one meter at one point of delivery. This schedule does not apply to irrigation pumping.

CHARACTER OF SERVICE

Service hereunder will be multi-phase, approximately 60 cycles, at Company's standard secondary voltage available from appropriately sized transformer (s). At the Company's option, single phase service may be provided when in the judgment of Company, providing such single-phase service will not diminish the quality of service to other Customers.

ANNUAL BILLING PERIOD


The electric service rate set forth hereunder is based on a twelve-month service year. The energy use for the preceding twelve-month period and the annual prepaid Customer Charge will be billed to the Customer during the anniversary month of the account.

ANNUAL RATE

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

CONTRACT PERIOD

Service will not be provided under this schedule for less than one (1) year, or such terms as may be specified in the Electric Service Agreement between the Customer and the Company.

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

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

INCIDENTAL IRRIGATION – ANNUAL SERVICE

OTHER TERMS AND CONDITIONS

1. The Company will read meters once each year, at or near the close of the service year, and all energy consumed during such period from the last meter reading will be billed at the foregoing rate. Such billing will be adjusted to include the ~~ECA factor~~ **Energy Cost Adjustment** applicable **effective on the end meter read date** ~~during the month~~ **of the billing period**.
2. In the event a Customer disconnects service prior to the close of a service year, the prepaid Customer Charge will be refunded on a prorated basis.
3. Service hereunder is subject to the Electric Terms and Conditions of the Company on file with The State Corporation Commission of Kansas.

Issued By: Pat Plake, Chief Executive Officer

Effective Date: **January 1, 2023**

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

IRRIGATION SERVICE

AVAILABLE

At locations on the Company's existing delivery system operating at or below 34 kV.

APPLICABLE

To any account which the primary purpose of the service is for irrigation well pumping energy use at any one location where service is taken through one meter at one point of delivery.

CHARACTER OF SERVICE

Service hereunder will be multi-phase, approximately 60 cycles, at Company's standard secondary voltage available from appropriately sized transformer (s). At the Company's option, single phase service may be provided when in the judgment of Company, providing such single-phase service will not diminish the quality of service to other Customers.

MONTHLY RATE

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

MINIMUM MONTHLY CHARGE

The Customer Charge, plus the minimum specified in the Electric Service Agreement (if any), plus applicable adjustments and surcharges.

DETERMINATION OF kW BILLING DEMAND

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

- A. The highest average 15-minute kW demand measured during the period for which the bill is rendered; or
- B. The highest average 15-minute kW demand measured during any of the periods for which bills are rendered in the most recent three preceding billing periods with ending meter dates from July 1st through September 30th inclusive.

IRRIGATION SERVICE

OTHER TERMS AND CONDITIONS

1. The Company will own and operate all electric facilities installed by the Company. The Company will furnish the meter complete with meter socket and service drop to a point to be agreed on between Customer and Company.
2. The Customer's equipment must include entrance facilities, phase imbalance and loss of phase protection devices, overload protection devices, starter wiring and meter loop wiring, all to be built and installed in accordance with the National Electrical Safety Code.
3. If the power factor at any delivery point is less than 90 percent, Company at its sole discretion may require Customer to install power factor correction equipment at Customer's expense. Determination of power factor shall be under conditions which the Company determines to be normal.
4. Service hereunder is subject to the Electric Terms and Conditions approved by Midwest Energy, Inc. Board of Directors.

Issued By: Pat Plake, Chief Executive Officer

Effective Date: June 1, 2016

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

**FROZEN
IRRIGATION SERVICE – TIME OF DAY**

AVAILABLE

At locations on the Company's existing delivery system operating at or below 34 kV.

APPLICABLE

Service hereunder will be multi-phase, approximately 60 cycles, at Company's standard secondary voltage available from appropriately sized transformer (s). At the Company's option, single-phase service may be provided when in the judgment of Company, providing such single-phase service will not diminish the quality of service to other Customers. This rate schedule will only be available to Customers already receiving service on this rate schedule prior to April 17, 2017.

CHARACTER OF SERVICE

Service hereunder will be multi-phase, approximately 60 cycles, at Company's standard secondary voltage available from appropriately sized transformer (s). At the Company's option, single-phase service may be provided when in the judgment of Company, providing such single-phase service will not diminish the quality of service to other Customers.

MONTHLY RATE

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

MINIMUM MONTHLY BILL

The Customer Charge, plus the minimum specified in the Electric Service Agreement (if any), plus applicable adjustments and surcharges.

TIME OF DAY BILLING PERIODS

The on-peak period is defined as 2:00 p.m. to 9:00 p.m., Monday through Saturday, June 1st through August 31st. All other hours are off-peak.

LOAD SHEDDING

It is the sole responsibility of the Customer to shed loads, either manually or automatically, to reduce consumption during the on-peak periods. The Company will not be required to notify the Customer of the beginning or end of on-peak periods or seasons.

Issued By: Pat Plache, Chief Executive Officer

Effective Date: January 1, 2023

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

FROZEN IRRIGATION SERVICE – TIME OF DAY

SPECIAL CONDITIONS

- 1) The Company will own and operate all electric facilities installed by the Company. The Company will furnish the meter complete with meter socket and service drop to a point to be agreed on between Customer and Company.
- 2) The Customer's equipment must include entrance facilities, phase imbalance and loss of phase protection, overload protection devices, and starter and meter loop wiring, all to be built and installed in accordance with the National Electrical Safety Code.

OTHER TERMS AND CONDITIONS

1. ~~The Customer may request optional Time and Temperature Service under the Irrigation Time of Day Rate. However, it is at the sole discretion of the Company to install the metering devices capable of sensing or receiving temperature data. If such devices have been installed, the on-peak energy charge shall apply to only the kWh used during the on-peak period when the temperature threshold has been exceeded. The temperature threshold is between 90 and 95 degrees Fahrenheit.~~
~~Once the Customer has elected the Time of Day or Time and Temperature option, the Customer must remain on it for at least one year from the date the optional service took effect. Similarly, if the Customer withdraws from the optional service, the Customer is not eligible to participate in the optional service for one year from the date of withdrawal.~~
2. *If the power factor at any delivery point is less than 90 percent, Company at its sole discretion may require Customer to install power factor correction equipment at Customer's expense. Determination of power factor shall be under conditions which the Company determines to be normal.*
3. Service hereunder is subject to the Electric Terms and Conditions of the Company as approved by Midwest Energy, Inc. Board of Directors.



Index #: 88
Schedule: IG-TOD
Replacing Schedule: IG-TOD
Territory: M

Index 88-99 Reserve for Future Use

Issued By: Pat Placke, Chief Executive Officer

Effective Date: January 1, 2023

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

LEASED AREA LIGHTING

AVAILABLE

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

APPLICABLE

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

STANDARD EQUIPMENT AND SERVICE PROVIDED

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

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

MONTHLY RATE FOR STANDARD INSTALLATIONS

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

Issued By: Pat Plache, Chief Executive Officer

Effective Date: **January 1, 2023**

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

LEASED AREA LIGHTING

NONSTANDARD EQUIPMENT AND SERVICE PROVIDED

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

MONTHLY RATE FOR NONSTANDARD INSTALLATIONS

1. Standard components included as part of a nonstandard installation will be billed at the appropriate metered or unmetered rate.
2. Nonstandard component's **rate(s)** will be **determined using the Company's lighting rate calculation methodology** ~~billed at two and five tenths (2.5) percent of the Company's installation investment in such units.~~ **Nonstandard components** which will include poles, wires, lamps, labor, equipment charges, and all other installation costs.
3. **The energy rate** for nonstandard lamps ~~included in (2) above~~ will be ~~priced at~~ **calculated as the ECA base (b) value and the effective AVE and TDC at the date of the contract** per kWh calculated on the basis of 4,000 hours of operation of both lamp and ballast at rated wattage per year and billed in twelve (12) monthly installments.
4. The total monthly bill will be the sum of the above three items.

TERMS OF CONTRACT

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

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

OTHER TERMS AND CONDITIONS

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

Issued By: Pat Plache, Chief Executive Officer


Effective Date: **January 1, 2023**

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

LEASED AREA LIGHTING

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


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

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

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

Index 103-105 Intentionally Left Blank

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

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

STREETLIGHTING

AVAILABLE

At locations on or adjacent to the Company's existing overhead primary distribution system operating at or below 12 kV. Primary distribution line extensions or extensions from underground facilities may be made to provide service under this schedule in accordance with the Company's Terms and Conditions.

APPLICABLE

To incorporated cities, townships or other local governing bodies for the lighting of public streets, alleys and thoroughfares in urban or platted suburban areas. This rate schedule is not applicable for lighting of any privately owned roads, drives, etc., or for flood lighting installations or to lighting of athletic fields, recreation areas, swimming pools, parking lots and other similar projects either public or private.

STANDARD EQUIPMENT AND SERVICE PROVIDED

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

1. Standard fixtures ~~will be open or closed (Cobra head) unless otherwise noted. Standard lamps will consist of High Pressure Sodium (HPS), Metal Halide (MH), or light-emitting diode (LED) lamps nominally rated at the wattage and lumens provided for in this rate schedule. Further,~~ The character of the circuit (series or multiple) and the voltages supplied to the fixture will be determined by Company.
2. Standard overhead extensions shall consist of a properly sized pole and arm with a maximum of 165 feet of secondary circuit. Company may restrict installations of new facilities in areas without adequate property right-of-way, utility easements, or areas in which installation would increase costs due to access, terrain, or soil conditions or alternatively the Customer may reimburse the Company the incremental cost above the average cost for a standard installation.
3. Standard underground extensions at the Company's ~~option~~ **discretion** shall consist of a properly sized pole and arm, secondary cable, pole riser, and a maximum of 330 feet of secondary circuit from the Company's underground distribution system. Company may restrict installations of new facilities in areas without adequate property right-of-way, utility easements, or areas in which installation would increase costs due to access, terrain, or soil conditions or alternatively the Customer may reimburse the Company the incremental cost above the average cost for a standard installation.

STREETLIGHTING

4. *High pressure sodium (HP), metal halide (MH), and Mercury Vapor (MV) fixtures are no longer available for new installations. The decision to repair or replace HP, MH, or MV lamps with another type shall be at the Company's discretion.*

MONTHLY BILL FOR STANDARD INSTALLATIONS

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

NONSTANDARD EQUIPMENT AND SERVICE PROVIDED

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

MONTHLY RATE FOR NONSTANDARD INSTALLATIONS

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

AREA DEVELOPMENT Street Lights

If the promoter, developer or owner of a new development requests streetlighting be installed in the development as contemplated under the Area Development subsection of the Line Extension policy of the Company, the promoter, developer, or owner must first obtain written approval from the governing body responsible for payment of all lighting service charges after installation. The deposit required related to streetlighting will include the total estimated

STREETLIGHTING

installed cost of the fixtures, pole, conductors, conduit, controls, and related equipment. Upon initiation of monthly billing to the governing body for streetlighting service, the Company will refund to the promoter, developer, or owner that portion of the deposit not exceeding \$250 per light. However, the portion of the deposit exceeding \$250 per light is not refundable. All terms and charges shall be as specified elsewhere in this schedule and Master Tariff.

DEFINITIONS OTHER TERMS AND CONDITIONS

1. Standard fixtures available for installation hereunder will be determined by the Company on the basis of their quality, capital and maintenance costs, long-term availability, general Customer acceptance and any other pertinent factors which, upon request, the Company will make available to any prospective Customer.
2. Nonstandard streetlighting will be installed at the Company's **discretion** ~~option and is referenced in Schedule SSL.~~
3. Company may require an Electric Service Agreement or Streetlighting Service Agreement with an additional charge, or special minimum and/or longer initial term for conditions not contemplated herein.
4. ~~Company shall install, own, operate and maintain the complete installation, consisting of a lamp, fixture, bracket, secondary cable, and pole.~~ All standard lamps will normally be operated by a photo-electric controller to provide service from dusk to dawn (approximately 4,000 hours annually) and will be of the approximate lumen ratings and wattages indicated or requested. Maintenance shall consist of lamp replacement, photo electric controller replacement, lens cleaning and the like on an as needed basis. Company may charge Customer the cost of abnormal maintenance.
5. Overhead service shall be provided unless the existing local distribution system is underground. Company shall install, own, operate and/or maintain new underground facilities to serve streetlights. Customer shall provide all trenching and backfilling, and conduit when required to complete the street light installation, for the underground installation or Customer shall pay the entire cost difference, as a contribution in aid of construction, prior to the start of construction. Customer shall retain ownership of conduit installed when required to complete said installation.
6. ~~New installations supplied shall use HPS, MH, or LED lamps. High pressure sodium, metal halide, and mercury vapor fixtures and lamps are no longer available for new installations or maintenance. High pressure sodium (HP), metal halide (MH), and Mercury Vapor (MV)~~

Issued By: Pat Plache, Chief Executive Officer


Effective Date: **January 1, 2023**

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

STREETLIGHTING

~~fixtures are no longer available for new installations. The decision to repair or replace HP, MH, or MV lamps with another type shall be at the Company's discretion.~~

6. The rates in the monthly bill section shall apply without additional annual charges if a Customer supplies, owns, and maintains a traffic signal installation used with Company's streetlight installation. Company may maintain installations owned wholly or in part by others only under specific terms to be agreed upon.
7. Alternating current, at approximately 60 hertz, at the standard phase and voltage available, shall be supplied to a single location at points on the Company's existing distribution facilities having sufficient capacity.
8. Customer shall reimburse Company the full cost to change the location of or remove any streetlight upon order or resolution of the Governing Body if the streetlight (1) is located on private easement, or (2) has been installed for a period of less than fifteen (15) years, is used solely for the purpose of providing streetlighting for the Customer, and the change in location of said streetlight will not result in an upgrade of the streetlight system.
9. Company shall change the location of or remove any streetlight located on public right-of-way upon order or resolution of the Governing Body if (1) the streetlight has been installed for a period of fifteen (15) years or more, or (2) the removal or change in location of the streetlight is part of an upgrading of the streetlight system. Company may also change the location of any streetlight fixture if the associated pole(s) are used by the Company for other purposes and said pole(s) are being removed or relocated.
10. Service hereunder is subject to the Company's Electric Terms and Conditions as approved Midwest Energy, Inc. Board of Directors.

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

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



Index #: 110
Schedule: SL
Replacing Schedule: SL
Territory: Company Wide

Index 110-125 Intentionally Left Blank

Issued By: Pat Placke, Chief Executive Officer

Effective Date: January 1, 2023

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

ENERGY COST ADJUSTMENT

APPLICABLE

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

COMPUTATION FORMULA

The ECA is the difference between the projected costs defined below and the amount embedded in rates. The rates for energy to which this adjustment is applicable will be increased or decreased by ~~\$0.00001¢~~ per kilowatt-hour (kWh) for each ~~\$0.00001¢~~ (or major fraction thereof) increase or decrease in the aggregate cost of energy per kWh as computed by the following formula:

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

Where:

C = Projections of the monthly cost of purchased power and energy (Account 555), the projected fossil fuel burned for generation (Accounts 501 and 547), revenue received from the sale of power to third parties including the Southwest Power Pool (SPP) (Account 447), revenues or charges resulting from SPP-related activities including but not limited to Auction Revenue Rights (ARRs), Transmission Congestion Rights (TCRs), and other ancillary charges, and demand response related costs expressed in ¢/kWh for each month of the following quarter.

P = Actual purchased energy and net generation expressed in kWh for the most recent twelve-month period ended December 31st.

S = Actual sales in kWh for the most recent twelve-month period ended December 31st¹.

b = Actual energy cost (purchased power and fuel) in ~~¢~~\$/kWh established during the base period. This amount is ~~5.7252¢~~ ~~\$0.04743~~/kWh, as established during the base period of calendar year 2021.

ACA = The Actual Cost as defined below.

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

ENERGY COST ADJUSTMENT

ACTUAL COST ADJUSTMENT

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

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

QUARTERLY REPORTING REQUIREMENTS

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

BILLING OTHER THAN MONTHLY

For those customers billed less frequently than monthly, the ECA will be the ECA **effective on end meter read date of** the billing period ~~in which the bill is rendered.~~

Issued By: Pat Plake, Chief Executive Officer

Effective Date: **January 1, 2023**

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

ENERGY COST ADJUSTMENT

LINE LOSS LIMITATION


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

Issued By: Pat Placke, Chief Executive Officer

Effective Date: June 1, 2015

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

Index 129-133 Intentionally Left Blank

Issued By: , Chief Executive Officer

Effective Date: June 1, 2016

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

AD VALOREM TAX SURCHARGE

APPLICABILITY

This ~~rider~~ **surcharge** is applicable to all retail rate schedules except where not permitted under a separately negotiated contract ~~with a Customer~~.

NET MONTHLY CHARGE

The Ad Valorem Tax Surcharge shall be applied to each block of the energy charge on a Customer's regular monthly bill. A positive amount shall indicate a charge to the Customer and a negative amount shall be a refund. It shall be calculated as:

The sum of: The total Ad Valorem taxes levied for the year

Minus: The Ad Valorem taxes included in the Company's current rates as filed by the Company in its most recent general rate proceeding.

Plus: Any amount under-collected by prior Ad Valorem Tax Surcharges, or

Minus: Any amount over-collected by prior Ad Valorem Tax Surcharges

Divided by: The total kWh retail sales in the most recent calendar year.

DEFINITIONS AND CONDITIONS

- A. The Ad Valorem Tax Surcharge is intended to recover charges in the real estate and personal property taxes pursuant to K.S.A. 66-117(f).
- B. The Ad Valorem Tax Surcharge shall become a part of the total bill for electric service and need not be itemized separately on the Customer's bill.
- C. All provisions of this rider are subject to changes made by order of the Commission.

Issued By: Pat Plache, Chief Executive Officer

Effective Date: **January 1, 2023**

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



Index #: 135
Schedule: AVE
Replacing Schedule: AVE
Territory: Company Wide

Index 135 Intentionally Left Blank

Issued By: Pat Plache, Chief Executive Officer

Effective Date: January 1, 2023

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

How\$mart® RIDER

AVAILABLE

The How\$mart® Rider is available to Customers for the purposes of improving resource efficiency and reducing net Customer bills, irrespective of supplier. The Rider is only available to Customers taking service under M System Electric Rate Schedules RS, RTE, GSS, GSS-DR, GSL, GSL-TOD, GSH, and GSM and W System Electric Rate Schedules RS, GS, and LP.

How\$mart® INVESTMENT AND REPAYMENT TERMS

1. No up-front investment is required by participating Customers. The initial cost of approved efficiency measures will be paid by the Company.
2. The How\$mart® repayment obligation shall be assigned to the premises and will survive changes in ownership and/or tenancy.
3. How\$mart® program costs shall be recovered through a monthly line item How\$mart® Project Charge on the utility bill.
4. The How\$mart® Project Charge shall be treated the same as Company's charges for electric and/or natural gas service for purposes of the KCC Billing Standards. Failure to make payment may result in disconnection in accordance with the Company's approved Terms and Conditions.
5. The How\$mart® Project Charge must be less than ninety (90) percent of the estimated monthly average savings associated with the investment.
6. Company will be responsible for estimating resource savings and developing a Conservation Plan upon which the How\$mart® Project Charge will be based.


How\$mart® RIDER

CONSERVATION PLAN

The Conservation Plan will be developed by the Company and specify measures recommended by the Company to the prospective How\$mart® Customer. The Conservation Plan includes:

- Estimated Resource Savings – The modeled change(s) in costs of resources consumed at the premise attributable to the efficiency measure(s) recommended. The Company will be solely responsible for savings estimates and will utilize generally accepted modeling software and techniques.
- How\$mart® Project Charge – The charge to be included on the Customer's utility bill based on the cost of the proposed measure(s) and the resulting savings. The Company will be solely responsible for calculating the How\$mart® Project Charge utilizing its standard economic model of discounted cash flows. To the extent available, Company will incorporate grants and low-interest funds into calculation of the How\$mart® Project Charge for the benefit of Customers who meet qualifying guidelines of such funding sources.
- In calculating the Project Charge, the Company may add up to five (5) percent of the cost of proposed projects as bid by contractors or vendors to offset How\$mart® program costs. If the company is able to utilize a low-cost alternative financing source (such as the Efficiency Kansas Loan Program and others), the company may instead mark-up the interest rate associated with the financing source by up to three (3) percent to recover program costs. However, in all cases, the embedded interest rate used in Conservation Plans may not be greater than the allowed rate of return from the Company's most recent rate proceeding.
- How\$mart® Audit Fee – Building owners (Customers or Landlords) may be charged a \$200.00 Audit Fee for completed Conservation Plans. The charge will be waived for program participants.
- Number of payments – The number of periods for which the How\$mart® Project Charge will apply at the premises. Unless otherwise specified herein, the duration of the How\$mart® Project Charge shall not exceed seventy-five (75) percent of the estimated life of the measure or fifteen (15) years, whichever is less.
- In the event that multiple measures are being completed as part of a Conservation Plan, the Project Charge will not appear on the Customer's bill until all measures have been completed.

Customer's and Landlord's (if applicable) signature of the How\$mart® Agreement shall indicate acceptance of the Conservation Plan.

Issued By: , Chief Executive Officer

Effective Date: November 1, 2011

Approved or Adopted by Midwest Energy, Inc. Board of Directors: **October 19, 2011**

How\$mart® RIDER

UNECONOMIC MEASURES

A Customer or Landlord may elect to “buy down” the cost of implementing an efficiency measure so that the How\$mart® Project Charge will be less than average estimated monthly savings. In this way, measures that might otherwise not yield sufficient economic savings to pay for themselves may still be approved. Prior to Company approval of a Conservation Plan that includes one or more uneconomic measures, the Customer or Landlord must agree to pay the amount required to buy down said measure(s) such that the How\$mart® charge is no greater than ninety (90) percent of the estimated savings.

NEW STRUCTURES

A Customer or Landlord may utilize this Rider to install high efficiency equipment or measures in new structures. The Company will only invest at a maximum the difference in cost between the lowest allowable or “standard” efficiency equipment or measure required in the structure and the higher efficiency equipment or measures chosen by the Customer or Landlord. Under any circumstances, the How\$mart® Project Charge to appear on the utility bill must be less than the average estimated cost of resources saved by purchase of the higher efficiency equipment or measures.

RESPONSIBILITIES

Responsibilities, understandings and authorizations of Customer, Company, Landlord (if applicable) and Participating Contractor shall be evidenced by written agreements, notifications and disclosures/consents, the forms of which are made a part of this Rider.

TRANSITION IN ROLES

Unless otherwise specifically set forth in a standard How\$mart® agreement made part of this Rider, responsibility for outstanding How\$mart® obligations falls on the successor party when the roles of Customer, Landlord or Tenant change, provided the required disclosure is made and consent to assume the obligation is obtained. For example: If a Tenant purchases an apartment complex, that individual assumes the obligations of Landlord if disclosure is made and consent is obtained.

How\$mart® RIDER

OTHER

1. This Rider only applies to How\$mart® measures permanently installed as fixtures at the premises. Portable efficiency products such as compact fluorescent lights do not qualify under this Rider. The Company will solely determine permanence of measures or products.
2. Premises in which How\$mart® measures will be installed must be permanently anchored to a foundation.
3. Geothermal heat exchangers (ground/earth loops) and Commercial/Industrial interior lighting applications are considered permanently installed fixtures under separate How\$mart® options.
4. At its sole discretion, Company may withhold application of this Rider if:
 - a. The structure has an expected life shorter than the payback period, or
 - b. The structure does not meet applicable public safety or health codes.
 - c. Customer's account has a past-due balance.
5. At its sole discretion, Company will determine the maximum How\$mart® program investment in any year.
6. For non-residential How\$mart® projects exceeding \$20,000, the Company, at its sole discretion, may require a security instrument such as a lien, bank letter of credit, or security bond.
7. Alternative financing programs (such as the Efficiency Kansas Loan Program and others) utilized through the How\$mart® program may add additional requirements for the customers and/or the Company. The Company and customers will abide by all such requirements if alternative financing programs are utilized.

Issued By: Pat Plache, Chief Executive Officer

Effective Date: November 1, 2011

Approved or Adopted by Midwest Energy, Inc. Board of Directors: **October 19, 2011**

How\$mart® RIDER

How\$mart® GT Option

For Residential Customers installing a geothermal heat pump, the Company will invest in the geothermal heat exchange (loop) separately from other How\$mart® measures including the other (“indoor”) components of the geothermal heat pump. The Customer will repay the cost of the loop by a separate “How\$mart® GT” charge on the bill.

1. The How\$mart® GT charge will have a term of no more than thirty (30) years - less if the comparative economics allow for a shorter term. This is consistent with the long life expectancy of a geothermal loop. With the exception of the longer term, the How\$mart® GT charge will use the same economic model of discounted cash flows as is used in calculating standard How\$mart® charges (See “How\$mart® Project Charge” under the CONSERVATION PLAN section above).
2. There may be separate How\$mart® GT and How\$mart® charges on a Customer’s bill, but the sum of those charges must be less than ninety (90) percent of the estimated average monthly savings associated with all the measures installed.
3. Contractors (or their subcontractors) responsible for geothermal loop installation must be certified by the Company to participate in this option. How\$mart® GT certification requires attendance at Company-sponsored Geothermal Heat Pump training or Geothermal Heat Pump Installer certification from the International Ground Source Heat Pump Association (IGSHPA). Contractors must be on the Company’s Master Contractor List.
4. Other than provisions specifically provided for in this section, all provisions of How\$mart® apply to this How\$mart® GT option.


How\$mart® RIDER

How\$mart® Light Option

The Company will pay for lighting efficiency upgrades under provisions consistent with the How\$mart® program. The How\$mart® Light option only applies to commercial and industrial Customers under M System Electric Rate Schedules GSS, GSS-DR, GSS-TOD, GSL, GSM, GSL-TOD and GSH and W System Electric Rate Schedules GS and LP.

1. Under the How\$mart® Light option, the Company will conduct a separate lighting audit to determine the lighting end-use energy consumption. The lighting audit will serve as input to a Lighting Efficiency Plan that will make recommendations to the Customer for cost-effective lighting upgrades.
2. The Company will pay for the lighting upgrades. The Customer will repay the Company through a separate How\$mart® Light charge on the bill.
3. The How\$mart® Light charge will have a term of no more than seven (7) years, consistent with rapid changes in lighting technologies. With the exception of the shorter term, the How\$mart® Light charge will be calculated using the same economic model of discounted cash flows as is used in calculating standard How\$mart® charges.
4. There may be separate How\$mart® and How\$mart® Light charges on a Customer's bill, but the sum of those charges must be less than ninety (90) percent of the estimated monthly average savings associated with the measures installed.
5. Contractors installing lighting measures must be licensed electrical contractors and on the Company's Master Contractor list.
6. Other than provisions specifically provided for in this section, all provisions of the How\$mart® apply to this How\$mart® Light option.

Index 144-150 Reserved for Future Use

Issued By: , Chief Executive Officer

Effective Date: November 1, 2011

Approved or Adopted by Midwest Energy, Inc. Board of Directors: **October 19, 2011**

ELECTRIC TERMS AND CONDITIONS INDEX

Section 1 -	Definitions.....	204
Section 2 -	Application for Service and Agreements.....	209
	A. Application by Customer	
	B. Additional Provisions	
	C. Rates and Fees	
	D. Term of Contract	
	E. Temporary Service	
	F. Change in Occupancy	
	G. Reselling or Redistributing of Service	
Section 3 -	Credit and Security Deposit Regulations.....	214
	A. Establishment and Maintenance of Credit	
	B. Calculation and Payment of Security Deposit or Surety Bond	
	C. Security Deposit Receipts	
	D. Refund of Security Deposit and Interest	
	E. Security Deposit Not a Waiver	
Section 4 -	Billing and Payment.....	221
	A. Payment of Bills	
	B. Contents of Bill	
	C. Meter Reading Periods	
	D. Customer Meter Readings	
	E. Meter Reading Fee	
	F. Estimated Usage	
	G. Proration	
	H. Cash Payment	
	I. Tax Adjustments	
	J. Average Monthly Payment Plan	
	K. Delinquent Bills	
	L. Default	
	M. Cold Weather Rule	
	N. Correction of Billing Errors	

Section 5 -	Discontinuance of Service.....	238
	A. Company's Refusal or Discontinuance of Service	
	B. Postponement of Discontinuance in Special Circumstances	
	C. Notice Requirements	
	D. Disconnect Procedure	
	E. Restoration of Service	
	F. Review of Disputes	
	G. Notice of Complaint Procedure	
	H. Collection, Disconnection, and Reconnection Charges	
Section 6 -	Customer's Service Obligations.....	247
	A. Customer to Furnish Right-of-Way	
	B. Access to Customer's Premises	
	C. Customer's Installation	
	D. Protection of Customer's Equipment	
	E. Dangerous or Disturbing Uses	
	F. Inspections and Recommendations	
	G. Defective Customer Equipment	
	H. Construction or Uses Affecting Company's Equipment	
	I. Protection of Company's Property	
	J. Tampering or Fraudulent Use of Company's Facilities	
	K. Indemnity to Company	
	L. Parallel Operation	
	M. Double Throw Switch	
	N. Charges for Trouble Calls and Work Completed on Customer's Premises	
	O. Notice to Company to Discontinue Service	
	P. Request for Investigation of Unsatisfactory Service	
Section 7 -	Company's Service Obligations.....	254
	A. Overhead Service Installations	
	B. Underground Service Installations	
	C. Special Contracts for Non-Residential Secondary Service Extensions	
	D. Energizing by Company Only	
	E. Delivery of Electric Service	
	F. Property of the Company	
	G. Continuity of Service	
	H. Curtailment, Interruption or Suspension of Service	

I. Restoration of Service

J. Liability of Company

Section 8 - Line Extension Policy.....260

A. Applicability

B. Contract Term

C. Residential Line Extensions

D. Non-Residential Line Extensions

E. Special Contracts for Non-Residential Line Extensions

F. Proration of Line Extension Charges

G. Area Development

H. Underground Extensions

I. Basis of Determining Costs

J. Right-of-Way and Franchise Limitations

K. Extensions on Unimproved Streets and Alleys

L. Substations and Power Lines on Customer's Premises

M. Extensions - Property of Company

Section 9 - Metering266

A. Metering Installations

B. Separate Metering

C. Added Capacity Requiring Metering Changes

D. Relocation of Meters

E. Meter Registration Interference

F. Multi-Metering Installations

G. Compliance with Safety Requirements

H. Meter Seals

I. Meter Accuracy and Testing

J. Demand Meters

K. Special Meter Tests


Section 10 - General Clauses.....272

A. Waiver

B. Legal Notices Between Customer and Company

C. Authority and Waiver

Index 203 Intentionally Left Blank

Issued By: , Chief Executive Officer

Effective Date: May 1, 2015

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

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 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 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.

C. RATES AND FEES

- (1) Rates for electric service will be those of the Company 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. Copies of the Rate Schedules currently in effect may be reviewed by any Customer at the Company's principal places of business or the Company's Internet site www.mwenergy.com. When new rates or tariffs are implemented following a rate case, the Company will provide all customers with general information explaining the changes.
- (2) Fees charged by the Company for special services ~~will be those of under~~ **are specified in Schedule SFS and subject to change from time to time. Additional** **The After-Hours Charge** will be applied ~~to the Temporary Service Fee or Reconnection Charge~~ when services are provided "outside of regular business hours" which is **defined as from 5:00 P.M. to 8:00 A.M. Central Prevailing Time Monday through Friday and all hours on Saturday, Sunday, and Holidays.** **The After-Hours Charge** is ~~consistent~~ **based on the effective** with Company labor rates and agreements **which are subject to change.** ~~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~~ **Reconnection Fee will be 2.0 times the listed fee.** **The After-Hours Charge will be revised periodically and consistent with changes in labor rates and agreements.** Customers will be notified by the Company if ~~these additional~~ charges apply **prior to providing services included in Schedule SFS.**

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.

E. TEMPORARY SERVICE**(1) Additional Charge**

Temporary service will be supplied in accordance with the applicable Rate Schedule for the type of service to be supplied, except that there will be an additional charge paid in advance before service is established determined as follows:

- (a) An amount equal to estimated labor, vehicle and overhead expenses and expendable material charges for both installation and removal of the temporary service, but in no event less than the Temporary Service Minimum Fee as filed in the Service Fees Rate Schedule; plus
- (b) A security deposit or deposits, if required and in accordance with these Terms and Conditions.

(2) Refund to Customer

Upon removal of temporary service, all charges in excess of the Temporary Service Minimum Fee or the actual cost to the Company, whichever is the greater, will be refunded to the Customer after bills for electric service have been paid.


F. CHANGE IN OCCUPANCY

When a change of occupancy is to take place on any premises supplied with electric 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 of all electric 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 electric 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 Electric Service Agreement.

G. RESELLING OR REDISTRIBUTING OF SERVICE

The electric service provided is for the sole use of the Customer and the Customer will not sell, share, or re-deliver electric service to any person, except where specifically provided by applicable Rate Schedule or special contract. Any infraction of this rule will be sufficient cause for discontinuance of service under Section 5A.(1).

Index 212-213 Intentionally Left Blank

Issued By: , Chief Executive Officer

Effective Date: May 1, 2015

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

SECTION 3 – CREDIT AND SECURITY DEPOSIT REGULATIONS

A. ESTABLISHMENT AND MAINTENANCE OF CREDIT

(1) Credit Information

The Customer may be requested to provide reasonable credit information to the Company before service is made available. The Company may require at least one form of positive identification from residential customers. Acceptable forms of positive identification include social security number, driver's license, other photo identification or birth certificate. A social security number may be requested but shall not be required. If positive identification is not immediately available, a Customer providing a full deposit will have thirty (30) days to provide positive identification, provided that said grace period does not conflict with any statutes or regulations relating to identity theft detection, prevention and mitigation. Company may request the names of each adult occupant residing at the service location. If the Customer fails to provide positive identification within the appropriate time period, the Customer's electric service may be disconnected in accordance with Section 5A. until such time as positive identification is provided.

(2) Security Deposit Required at Application

The Company may, at the time of Application for service, require an initial security deposit to guarantee payment of bills for electric service rendered if:

- (a) The Company establishes that the Customer has an unsatisfactory credit rating based on internal bill payment history or payment history with another gas or electric utility, or has an insufficient prior credit history upon which a credit rating may be based. Payment history with another utility may only be obtained with the Customer's approval.
- (b) The Customer has **an** outstanding **debt** with the Company or other utility, an undisputed and unpaid service account that accrued within the last five (5) years if service was provided pursuant to a written agreement, or three (3) years if service was provided pursuant to an oral agreement; or
- (c) The Customer has tampered with the equipment of any utility within the last five (5) years. Tampering is defined by KSA 21-3704.

(d) New contractual load is one (1) megawatt or greater and Company management determines a security deposit is required.

(3) Designation of New and Existing Customers

For the purposes of requiring applications for service and initial deposits under Section 3.A.(2):

- (a) Customers who apply for new service at a concurrent and separate metering point, residence or location may be considered new applicants.
- (b) Residential customers who have been disconnected and reconnected to service at the same premise within thirty (30) days shall be considered existing customers. Residential customers who have been lawfully disconnected for over thirty (30) days may be considered new applicants.
- (c) Nonresidential customers who have been disconnected, but not issued a final bill, shall be considered existing customers. Nonresidential customers who have been lawfully disconnected and issued a final bill may be considered new applicants.
- (d) New owners or leaseholders of an existing premise may be considered new applicants. New owners of the corporate or business entity that is the customer may be considered new applicants.
- (e) Existing customers who file for bankruptcy may be considered new applicants.

(4) Security Deposit Required After Application

The Company may at any time after application for service, upon five (5) days written notice, require a new or modified deposit to guarantee payment of bills for utility service rendered if:

- (a) The Customer fails to pay an undisputed bill before the bill due date for three (3) ~~consecutive~~ billing periods within the most recent twelve (12) month period, ~~one of which is at least thirty (30) days in arrears (the first day of the arrearage period is the first day after the due date on the bill);~~
- (b) The Customer is a nonresidential customer and has a change in the character of service, defined as a change in the nature or classification of use;
- (c) The Customer was disconnected for non-payment two or more times within the most recent twelve (12) month period;
- (d) The Customer has defaulted on payment agreements two or more times within the most recent twelve (12) month period;

-
- (e) The Customer has tendered two or more insufficient funds payments within the most recent twelve (12) month period; or
 - (f) The Customer has sought debt restructuring relief under federal bankruptcy laws. Within sixty (60) days after the bankruptcy has been discharged, if the deposit on file is less than the maximum security deposit requirement for the same premise, the Company may recalculate the Customer's security deposit based on the most recent twelve (12) months' usage.

If the Customer's existing security deposit is to be adjusted or modified, the Customer's maximum security deposit requirement will be calculated in the same manner as an initial deposit. The entire deposit requirement will be treated as an initial deposit subject to Billing Standards rules for installment payments and retention.

(5) Nondiscrimination Clause

No deposit will be required because of a Customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.

(6) Form of Security Deposit and Guarantees

Security deposits paid by any payment method approved for the payment of bills (cash, check, credit card, debit card, electronic payment, etc.) shall be considered as paid in "cash". These deposits shall accrue interest according to Section 3D. In lieu of requiring a cash security deposit:

- (a) The Company shall accept the written guarantee of any of its residential customers with no deposit on file who have made ten (10) of the last twelve (12) payments on time with no undisputed payment remaining unpaid after thirty (30) days. The Company shall require the Guarantor to sign an agreement allowing the Company to transfer the Customer's debt to the Guarantor's account. In the event the Customer's debt is transferred to the Guarantor's account, the Guarantor will have the same time to pay the deposit as a new Customer and can be disconnected for nonpayment under conditions set out in Section 5 or the Cold Weather Rule. The Company will not hold any Guarantor liable for sums in excess of the maximum amount of the required cash security deposit or for attorney or collection fees. The Guarantor of a residential customer will be released when the Customer would qualify for a deposit refund under Section 3D. or upon termination of service and payment of service bills. If the guarantor moves off the Company's system or is
-

required to provide his or her own deposit, the guarantee is no longer valid, and the Company may require the Customer to make a cash deposit or obtain a surety bond or another written guarantee for the remainder of time until the deposit is returned or until electric service is terminated.

- (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 nonpayment.

B. CALCULATION AND PAYMENT OF SECURITY DEPOSIT OR SURETY BOND

- (1) For residential and small nonresidential 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 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 nonresidential customer's deposit in equal installments over a period of at least four (4) months.
- (2) For other than residential or small nonresidential 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 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 nonresidential 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 security deposit to the Customer's new active account. Disconnection for non-payment of security deposit will be governed by Section 5A.(1).

C. SECURITY DEPOSIT RECEIPTS

- (1) The Company will maintain a record of all security deposits received from Customers showing the name of each Customer, the address of the premises for which the security deposit is maintained, the date and the amount of deposit, and the date and amount of interest paid.
- (2) When the Company accepts a security deposit, a non-assignable receipt will be issued to the Customer containing the following minimum information:
 - (a) Name of Customer;
 - (b) Place of deposit;
 - (c) Date of deposit;
 - (d) Amount of deposit;
 - (e) Company name and address, signature and title of the Company employee receiving the deposit;
 - (f) Current annual interest rate earned on the deposit; and
 - (g) Statement of the terms and conditions governing the use, retention and return of deposits as set forth in Section 3D. However, in lieu of a receipt, the Company may indicate on the Customer billing the amount of any security deposit retained by the Company, provided that the information required in Section 3C.(2)(f) and (g) is otherwise individually given in writing to the Customer. In all cases, a receipt will be given upon Customer request.

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.

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.

Index 220 Intentionally Left Blank

Issued By: , Chief Executive Officer

Effective Date: May 1, 2015

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

SECTION 4 – BILLING AND PAYMENT

A. PAYMENT OF BILLS

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

-
- (b) Customers paying by drop box shall place a check or money order and the bill payment stub in a sealed envelope and place it in a Company-sponsored drop box to arrive at Company's remittance processing center on or before the delinquency date. Company shall not be responsible for cash payments placed in a drop box.
- (6) Electronic Payment or Draft: Customer may request Company or Company's agent to issue a draft or electronic transaction on Customer's account in a recognized financial institution for payment of Customer's bill for utility services.
- (a) The decision to accept an electronic payment shall be solely that of the Company.
- (b) Company may administer electronic payment requests through a live telephone representative or through automated processes such as interactive voice response (IVR) systems. Requests for web payments may be made through Company's or Company agent's Internet web site.
- (c) Company shall credit an electronic payment through authorized payment processes to the Customer's account as if payment had been received at Company's remittance processing center on the same business day as the Customer's payment.
- (d) Customer shall ensure that sufficient funds are available to pay the amount of the requested electronic payment or draft.
- (i) An electronic payment returned to Company for insufficient funds may incur a charge pursuant to Schedule SFS, 4. Insufficient Funds Service Charge.
- (ii) A draft payment returned to Company for insufficient funds may incur a charge pursuant to Schedule SFS, 3. Insufficient Funds Charge.
- (iii) An electronic payment or draft returned to Company for insufficient funds may cause Customer's account to be deemed delinquent as if the payment had never been tendered.
- (iv) Company may refuse to issue an electronic payment or draft for a Customer who has tendered to Company one or more insufficient funds payments.
- (7) Credit Card Payment: Customer may request Company or Company's agent to accept payment by Customer's credit card for payment of Customer's bill for utility services. Customer will pay to Company's agent a fee not to exceed the amount specified in Schedule SFS, 10. Credit/ Debit/ATM Card Fee.
- (a) The decision to accept a credit card payment shall be solely that of the Company or Company's agent.
-

-
- (b) Company may administer credit card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or Company agent's web site.
 - (c) Company shall credit a credit card payment through authorized payment processes to the Customer's account as if payment had been received at the Company's remittance processing center on the same business day as the Customer's payment.
 - (d) A credit card payment reversed for any reason may cause Customer's account to be deemed delinquent as if the payment had never been tendered.
 - (e) Company or Company's agent may refuse to accept credit card payments from a Customer who has obtained the use of a credit card improperly. This may include, but is not limited to: reported or suspected use of a credit card in a fraudulent manner, reported or suspected use of a stolen credit card, or defrauding the Company or owner of a credit card.
- (8) Debit or ATM Card Payment: Customer may request Company or Company's agent to accept payment by Customer's debit or ATM card for payment of Customer's bill for utility services. Customer will pay to Company's agent a fee not to exceed the amount specified in Schedule SFS, 10. Credit/Debit/ATM Card Fee.
- (a) The decision to accept a debit or ATM card payment shall be solely that of the Company or Company's agent.
 - (b) Company may administer debit or ATM card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or Company agent's web site.
 - (c) Company shall credit a debit or ATM card payment through authorized payment processes to the Customer's account as if payment had been received at the Company's remittance processing center on the same business day as the Customer's payment.
 - (d) Customer shall be responsible for and ensure that sufficient funds are available to pay the amount of the requested debit or ATM card payment.
 - (i) A debit or ATM card payment returned to Company for insufficient funds or reversed by Customer may incur a charge pursuant to Schedule SFS, 4. Insufficient Funds Service Charge.
-

-
- (ii) A debit or ATM card payment reversed for insufficient funds may cause Customer's account to be deemed delinquent as if the payment had never been tendered.
 - (iii) Company or Company's agent may refuse to accept debit or ATM card payments from a Customer who has obtained the use of a debit or ATM card improperly. This may include, but is not limited to: reported or suspected use of a debit or ATM card in a fraudulent manner, reported or suspected use of a stolen debit or ATM card, or defrauding the Company or owner of a debit or ATM card.
- (9) Company may establish a program that will, upon Customer's request, automatically withdraw the Customer's billed payments on a regular basis from Customer's account in a recognized financial institution. If Customer pays by such automated means, and a payment is returned by the financial institution for non-payment due to insufficient funds, Company may assess a charge pursuant to Schedule SFS, 4. Insufficient Funds Service Charge.
- (10) Unauthorized Pay Agents: Unauthorized Pay Agents have no contractual arrangements with Midwest Energy. They may include but are not limited to banks and other financial institutions, retail stores with non-Company-sponsored drop boxes and/or third-party businesses or individuals. Company's acceptance of payment from an Unauthorized Pay Agent on behalf of a Customer shall not be construed as acceptance of such agent's assurance to the Customer as to timeliness or accuracy.
- (11) Company shall provide an annual notice to Customers informing them of authorized bill payment options and where to find a list of authorized payment centers. The notice shall also advise of the potential impact of using Unauthorized Pay Agents.
- (12) Company's Internet web site shall provide:
- (a) A complete list of all authorized payment options and the amount of any transaction fees payable by Customers.
 - (b) An up-to-date list of Customer Service offices and Company-sponsored drop box locations.
 - (c) Links to credit/debit/ATM card services offered by Company or Company's agent.
-

B. CONTENTS OF BILL

- (1) The Company will normally bill each Customer each billing period in accordance with its applicable Rate Schedules. Billings may be issued on a monthly, self-billing, turn-around, or other basis. Each service bill issued to a Customer will show:
- (a) The beginning and ending meter registration for the reading period, except that estimated billings will disclose that it is based on estimated usage;
 - (b) The date of the meter reading and the date of the bill; (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.
 - (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;
 - (h) The total amount due for the current billing period;
 - (i) The amount due for franchise and sales taxes and research and development surcharges each stated separately if appropriate; and
 - (j) The address and telephone number of the Company and the identification of the person or office where a Customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise express a concern.
- (2) The Company may include on the bill for utility services other charges for special services designated clearly and separately from charges for utility service. Special charges are those not authorized by tariff. If the Customer makes a partial payment for the total bill, the Company will credit payment:
- (a) first to the balance outstanding for utility service beginning with the oldest service debt, (b) then to additional utility charges (such as

disconnection/recollection fees) and (c) then to special charges as defined above.

- (3) If the Customer is paying under the average monthly payment plan, each bill will also clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage, in dollars, to date.
- (4) The Customer's bill will also show any adjustment to previous billings based on estimated usage or Customer meter readings after actual usage has been determined from a meter reading by the Company. The adjustment will be calculated for a period between the last valid meter reading and the most recent meter reading by the Company. If the adjustment shows a net balance due the Company, the Customer will be given the opportunity, if requested, to pay the additional charges in equal installments over a period of time equal to the adjusted billing period. If a net balance is due the Customer, the Customer will be given either a credit on subsequent bills or a refund, if the overpayment exceeds ten dollars (\$10) and a refund is requested.
- (5) If the Customer is paying down an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts will be printed on the bill and clearly labeled.

C. METER READING PERIODS

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

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

D. CUSTOMER METER READINGS

- (1) The Company may request Customers to read their meters at intervals approximating the billing period. Requests for readings by the Customer will be on

printed forms provided by the Company that contain instructions as to the methods of reading, or upon mutual consent, be submitted by the Customer via the Internet. However, a Customer is not obligated to enter meter reading via the internet and may return to using the printed form provided by the Company at any time.

- (2) Meter readings by the Customer, though used for billing purposes, will not be considered final. Such Customers' meters will be read at least once a year by the Company, and an adjustment will be made in accordance with these Terms and Conditions.

E. 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).~~

~~FE.~~ ESTIMATED BILL

- (1) The Company may render a bill, other than a final bill when service is discontinued or an initial bill, based on Estimated Usage if the bill is rendered:
- (a) To Seasonal Customers, provided an appropriate Rate Schedule is available and an actual reading is obtained before each change in the seasonal cycle;
 - (b) When extreme weather conditions, emergencies, work stoppages, or other circumstances beyond the Company's control prevent actual meter readings;
 - (c) When the Company is unable to reasonably obtain access to the Customer's premises for the purpose of reading the meter and efforts to obtain a Customer reading of the meter, such as mailing or leaving pre-addressed forms upon which the Customer may note the readings are unavailing; or
 - (d) When the Customer does not furnish a timely meter reading as requested by the Company.
- (2) The Company may render a bill based on Estimated Usage as a Customer's final or initial bill when:
- (a) The Customer so requests and any necessary adjustments are made to the bill upon a subsequent actual meter reading by the Company;
 - (b) An actual meter reading would not show actual Customer usage but is used in Estimating Usage; or
 - (c) An actual meter reading cannot be taken because of a broken meter or other equipment failure.
- (3) The Company will not make field estimates of usage.

-
- (4) The Company may render a bill based on estimated usage when the Customer is paying under the average monthly payment plan (See 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).
- (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 Energy Cost Adjustment (ECA) factor.

GF. PRORATION

- (1) The Company may at its option, prorate its 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.

HG. CASH PAYMENT

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

IH. TAX ADJUSTMENT

(1) Special Taxes

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

(2) Gross Receipts Tax

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

(3) Tax Adjustments

Any customer qualifying for a tax exemption shall be responsible for (1) Completing and submitting exemption and refund applications to the appropriate entities, (2) Performing underlying calculations, (3) Providing a copy of the exemption certificate to Company, and (4) Verifying that bills reflect the appropriate exemption. No Customer refunds shall be made due to the non-application of a tax exemption unless the taxing subdivision makes an equivalent compensating refund to the Company.

J/. AVERAGE MONTHLY PAYMENT PLAN**(1) Availability**

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

(2) Estimated Bills

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

(3) Conditions of Average Monthly Payment Plan

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

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

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

KJ. DELINQUENT BILLS

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

LK. DEFAULT

- (1) Failure of the Customer to conform to these Terms and Conditions or to pay any amount due the Company under the Customer's Electric Service Agreement in the

full amount due before becoming delinquent will constitute a default by the Customer in his or her Electric Service Agreement.

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

ML. COLD WEATHER RULE

(1) Availability

The provisions of the Cold Weather Rule (CWR) allow for special payment and disconnection procedures for any qualifying Residential Customer. The rule allows a qualifying Customer with unpaid arrearages the opportunity to retain or restore 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 ~~4NL~~.(2)(a), (b), (c) and (d), the Company may disconnect the service immediately. Under Sections ~~4NL~~.(2)(e) and (f), the Company may disconnect the Customer 48 hours after a disconnection notice is left on the Customer's door or a personal or phone contact is made with the Customer of record, or ten days after a disconnection notice is sent, whichever is quicker. Under Section ~~4NL~~.(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 ~~4NL~~.(2)(c) or (d) above must be restored as soon as possible after the physical problems as defined in Sections ~~4NL~~.(2)(c) or (d) above have been corrected. Service disconnected under Section ~~4NL~~.(2)(e) must be restored as soon as possible after payment by the Customer of the full value of the diverted service *plus labor*. The value of 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 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.
- (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 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 4~~N~~L.(3);
 - (iii) Inform the Customer of, or provide a list of, the requirements of Section 4~~N~~L.(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) 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 4~~L~~K.(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 Section 4~~N~~L.(3)(c), paying any disconnect and reconnect charges, and complying with the Customer responsibility provisions under Section 4~~N~~L.(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.

N. CORRECTION OF BILLING ERRORS


- (1) Billing errors caused by meter inaccuracy or non-registration shall be corrected according to Section 9I.
- (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".

Issued By: Pat Plache, Chief Executive Officer

Effective Date: January 1, 2023

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

Index 237 Intentionally Left Blank

Issued By: , Chief Executive Officer

Effective Date: January 1, 2023

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

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.K., whether the bill is based on Customer's meter reading, Company's meter reading, or Company's estimate of consumption **energy (kWh) and/or demand (kW or kVA)**;
 - (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, 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.

-
- (2) None of the following reasons will constitute sufficient cause for the Company to threaten or discontinue electric service or threaten or refuse service:
- (a) The Customer's failure to pay for special charges as defined in Section 4B.(2);
 - (b) The Customer's failure to pay for service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of service at a separate metering point, residence or location in accordance with these Terms and Conditions, the Company may transfer any unpaid balance to any other service account with the Customer's written consent, provided, however, that in the event of the failure of the Customer to pay a final bill at any metering point, residence, or location, the Company may transfer such unpaid balance to any successive service account opened by the Customer for the same class of service, and may discontinue service at such successive metering point, residence, or location for nonpayment of such transferred amount;
 - (c) The Customer's failure to pay for a different class of service received at the same location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional Rate Schedules or provisions is not construed as a different class of service for the purpose of this rule;
 - (d) The Customer's failure to pay a bill which is in dispute; provided, however, that the Customer pays that portion of the bill not in dispute;
 - (e) An individual or a Customer has an outstanding debt for electric service more than five (5) years old if the Electric Service Agreement was signed and three (3) years if the agreement was oral;
 - (f) Because an individual who neither signed the Electric Service Agreement on an account in arrears, nor agreed orally at the time service was established to be responsible for it, wants to put the account in his or her name. The only exception will be when the individual requesting service in his or her name and the Customer of record lived together when the debt was incurred and continue to live together at the same or a new residence.

B. POSTPONEMENT OF DISCONTINUANCE IN SPECIAL CIRCUMSTANCES

- (1) If a Residential Customer notifies the Company and establishes that:
- (a) Discontinuance would be especially dangerous to the health of the Customer, resident member of the Customer's family, or other permanent resident of the premises where service is rendered; and

-
- (b) (i) Such Customer is unable to pay for such service in accordance with the requirements of the Company's billing, or
(ii) Customer is able to pay for such service only in installments.

The Company will either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days to enable Customer to make arrangements for reasonable installment payments.

- (2) In determining whether discontinuance would be especially dangerous to health, consideration will be given to the weather, and the Customer's or other resident's medical condition, age, or disability.
- (3) The Customer may establish that discontinuance of service would be especially dangerous to the health of the Customer, resident member of the Customer's family, or other permanent resident of the premises where service is rendered by obtaining a statement signed by a physician or public health official verifying that fact and forwarding or presenting it to the Company office prior to the date of disconnection.

C. NOTICE REQUIREMENTS

- (1) When notice of discontinuance of service is required it will be forwarded separate from other utility bills, information or advertising, to the account name and address and in the case of residential occupancy, to the address where service is provided, if different; provided however, that the service location has a mailing address which is provided to the Company by the Residential Customer. Service of notice by mail is complete upon mailing. The Company will maintain the record of the date of mailing and the effective dates of the notice. The notice will be effective for one (1) month after initial date upon which and after which service can be disconnected.
- (2) The Company will notify, or attempt to notify, customers by phone at least two (2) days before they are to be disconnected.
- (3) If the records of the Company show that the service account that it proposes to discontinue serves more than one residential dwelling unit, the Company will also post a notice of discontinuance in a common area of the residential building served. Such notice will be posted at least five (5) days prior to the discontinuance date specified therein.
- (4) The notices required by this Section 5 will contain the following information:
- (a) The name and address of the Customer, and the address, if different, where service is rendered;
- (b) A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection;
-

-
- (c) The dates between which service can be discontinued unless the Customer takes appropriate action;
 - (d) Terms under which the Customer may avoid discontinuance;
 - (e) A statement that discontinuance may be postponed or avoided if the Customer can demonstrate prior to the date of discontinuance that special circumstances prevent complete payment and satisfactory credit arrangements are made with the Company for moneys not in dispute; and
 - (f) A statement to apprise the Customer of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under other circumstances, such as special danger to health. The address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, will also be included. Language indicating that the Customer may meet with a designated employee of the Company to present his or her reasons for disputing a bill or the Company's reasons for discontinuance, requesting credit arrangements, or requesting a postponement of discontinuance.

D. DISCONNECT PROCEDURE

- (1) Except for discontinuance pursuant to Section 5A.(1) (a), (b), (d), (h), and (i) the Company will not discontinue service unless:
 - (a) At the time of the proposed discontinuance, for one hour after discontinuance and on the full work day following discontinuance, the Company office or authorized personnel identified in the notice given are open or available to the Customer for the purposes of making pay arrangements, preventing discontinuance or obtaining reconnection; and
 - (b) The Company employee who is to disconnect service is also authorized to accept payment of amounts due for utility charges and thereby either avert disconnection or provide for reconnection.
- (2) The Company employee who is to disconnect service will adhere to the following procedure.
 - (a) Immediately preceding the discontinuance of service a reasonable effort will be made to:
 - (i) Contact and identify himself or herself to the Customer or responsible person then upon the premises and announce the purpose of his or her presence;
 - (ii) Identify and record the name of the person contacted, if any;

-
- (iii) Accept payment of all amounts tendered which are necessary to avert disconnection;
 - (iv) Record statements disputing the accuracy of the delinquent bill, if any;
 - (v) Record statements disputing the accuracy of the Company's finding concerning the cause for discontinuance, if any; and
 - (vi) Record statements concerning the medical condition of any permanent resident of the premises.
- (b) If contact with the Customer is not made, the employee will leave a notice upon the premises in a manner conspicuous to the Customer disclosing the date and time of discontinuance and giving the address and telephone number of the Company or where the Customer may arrange to have service restored.

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 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.

G. NOTICE OF COMPLAINT PROCEDURE

Once a year, the Company will provide each of its Customers a notice apprising them of the Company's Complaint Procedure including its role in settling complaints that have reached an impasse.

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 **or Company** 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.



Index #: 245
Schedule: ET&C
Replacing Schedule: ET&C
Territory: Company Wide

Index 245-246 Reserved for Future Use

Issued By: , Chief Executive Officer

Effective Date: May 1, 2015

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

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 if it is determined that across-the-line motor starting would adversely impact power quality. Deleterious effects caused by improper motor starting may result in suspension of service in accordance with Section 6.E.

D. PROTECTION OF CUSTOMER'S EQUIPMENT

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

E. DANGEROUS OR DISTURBING USES

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

F. INSPECTIONS AND RECOMMENDATIONS

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

G. DEFECTIVE CUSTOMER EQUIPMENT

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

H. CONSTRUCTION OR USES AFFECTING COMPANY'S EQUIPMENT

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

I. PROTECTION OF COMPANY'S PROPERTY

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

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

J. TAMPERING OR FRAUDULENT USE OF COMPANY'S FACILITIES

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

K. INDEMNITY TO COMPANY

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

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

L. PARALLEL OPERATION

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

M. DOUBLE THROW SWITCH

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

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

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

O. NOTICE TO COMPANY TO DISCONTINUE SERVICE

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

P. REQUEST FOR INVESTIGATION OF UNSATISFACTORY SERVICE

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

Issued By: Pat Plake, Chief Executive Officer

Effective Date: January 1, 2023

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



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

Index 253 Intentionally Left Blank

Issued By: Pat Plake, Chief Executive Officer

Effective Date: January 1, 2023

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

NET METERING RIDER

AVAILABILITY

Net metering service is available under this Rider at points on the Company's existing electric distribution system for Customers operating Renewable Energy Resources. Net metering service is available to Customer-generators on a first-come, first-served basis until the total rated generating capability of all interconnections under this Rider and the Renewable Parallel Generation Rider equals or exceeds ~~five~~ **one (1)** percent of the Company's peak load during the previous year. Upon reaching this limit, no additional net metering service shall be available. This Rider shall not be available for any electric service schedule allowing for resale. A net metered Customer-generator shall have the option of interconnecting renewable generation under the Company's Renewable Parallel Generation Rider. However, Customer-generators may not change between the net metering and parallel generation riders without the prior approval of the Company, and such elections shall not be for periods less than one year. Customer-generators taking service on a Time of Day (TOD) rate schedule may not take service under this Rider.

APPLICABILITY

This Rider is applicable to Customer-generators with a Company-approved interconnection agreement. This Rider is not applicable where the nameplate capability of the Customer's electrical generating system exceeds ~~twenty-five kilowatts~~ **15 kilowatts (kW)** for residential customers, ~~or 200 kilowatts~~ **100 kW** for commercial customers, **or 150 kW for schools. A "school" means any postsecondary educational institution as defined in K.S.A. 74-3201b, and amendments thereto, or any public or private school which provides instructions for students enrolled in grade kindergarten or grades one through twelve.**

CHARACTER OF SERVICE

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

BILLING AND PAYMENT

The Company shall render a bill for net consumption at approximately 30-day intervals during the Company's normal billing process. Net consumption is defined as the kWh supplied by the Company to the Customer-generator minus kWh supplied by the Customer-generator and returned to the Company's grid during the billing period. Any net consumption shall be valued as follows:

NET METERING RIDER

To the extent the net consumption is positive (i.e. Customer-generator took more kWh from the Company during the billing period than Customer-generator produced), the eligible Customer-generator will be billed in accordance with the Company's standard rate for Energy Charges (for the net consumption), and for any Customer Charges, Demand Charges, and/or any Minimum Charges that would otherwise be applicable to the Customer under the standard rate.

To the extent the net consumption is negative (i.e. Customer-generator produced more kWh during the billing period than the Company supplied), the Customer-generator will pay applicable Customer Charges, Demand Charges, or both, depending upon the Company's standard rate applicable to the Customer; and the excess electric energy shall be retained by the Company as a contribution to fixed costs associated with owning and maintaining the facilities required to provide electric service when the interconnected generator cannot meet Customer's supply needs.

To the extent the net consumption is zero (i.e. the Customer-generator produced the same kWh during the billing period as was supplied by the Company), the Customer generator will be billed in accordance with the Company's otherwise applicable standard rate for the eligible Customer-generator, including any applicable Customer Charges, Demand Charges and/or Minimum Charges.

APPROPRIATE SIZE

Company may refuse interconnection of any generating facility with a rated generating capacity greater than Customer's annual peak electric load.

DEFINITIONS

Customer-generator:

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

- (a) Is powered by a Renewable Energy Resource as defined by Kansas state statutes (see definition below);
- (b) Is located on a premises owned, operated, leased, or otherwise controlled by the Customer-generator;
- (c) Is interconnected and operates in parallel phase and synchronization with the Company's system;

NET METERING RIDER

- (d) Meets all applicable safety, performance, interconnection, and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, the Federal Energy Regulatory Commission, and any local governing authorities; and
- (e) Contains a mechanism that automatically disables the unit and interrupts the flow of electricity back onto the Company's electric lines in the event that service to the Customer-generator is interrupted.

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

Renewable Energy Resources:

Electrical energy produced from an energy resource or technologies defined as renewable in K.S.A. 66-1257, and amendments thereto, and energy produced from municipal or other solid waste and animal waste.

Net metering:

A bi-directional metering process using equipment sufficient to measure the difference between the electrical energy supplied to a Customer-generator by Company and the electrical energy supplied by the Customer-generator to the Company over an applicable billing period.

Peak load:


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

TERMS AND CONDITIONS

1. The Company will supply, own and maintain at its expense all necessary meters and associated equipment utilized for billing. In addition, and for purposes of monitoring Customer generation and load, the Company may install load research metering at its expense. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be accessible at all times to utility personnel.

NET METERING RIDER

2. The Company shall have the right to require the Customer, at certain times and as electric operating conditions warrant, to limit the production of electrical energy from the generating facility to an amount no greater than the load at the Customer's facility of which the generating facility is a part.
3. The Customer shall furnish, install, operate, and maintain in good order and repair without cost to the Company such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as shall be designated by the Company as being required as suitable for the operation of the generator in parallel with the Company's system.
4. The Customer shall install and maintain a visible, manual disconnect switch. This manual switch must have the capability to be locked out by Company personnel to isolate the Company's facilities in the event of an electrical outage on the Company's transmission and distribution facilities serving the Customer. This isolating device shall also serve as a means of isolation for the Customer's equipment during any Customer maintenance activities, routine outages or emergencies. The Company shall give notice to the Customer before a manual switch is locked or an isolating device used, if possible; and otherwise shall give notice as soon as practicable after locking or isolating the Customer's facilities.
5. The Customer shall reimburse the Company for any equipment, facilities, protective equipment or upgrades required solely as a result of the installation by the Customer of generation in parallel with the Company's system.
6. The Customer shall notify the Company prior to the initial energizing and start-up testing of the Customer-owned generator, and the Company shall have the right to have a representative present at said test.
7. If harmonics, voltage fluctuations, or other disruptive problems on the Company's system are directly attributable to the operation of the Customer's system, such problem(s) shall be corrected at the Customer's expense.


Issued By: , Chief Executive Officer

Effective Date: June 1, 2014

Approved or Adopted by Midwest Energy, Inc. Board of Directors: **June 16, 2014**

NET METERING RIDER

8. No Customer's generating system shall damage the Company's system or equipment or present an undue hazard to Company personnel. The Company shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a net metered facility or for the acts or omissions of a Customer-generator that cause loss or injury, including death, to any third party. The Customer-generator agrees to hold the Company harmless from injury or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of the Customer's electrical generation facility and to indemnify the Company against all liability and expense related thereto.
9. Prior to installing and interconnecting a Renewable Energy Resource the Customer shall enter into a standard interconnection contract with the Company setting forth the conditions related to technical and safety aspects of parallel generation.
10. Service under this Net Metering Rider is subject to the Company's approved Distributed Resource Interconnection Tariff and Terms and Conditions and subsequent modifications thereto.
11. The Customer-generator shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself and the characteristics of the system to which the interconnection is made. For Renewable Energy Resource systems having a maximum nameplate generating capability of 10 kW or less, a Customer-generator whose system meets the standards specified in Company's approved Distributed Resource Interconnection Tariff shall not be required to install additional controls, perform or pay for additional tests or distribution equipment or purchase additional liability insurance other than such general liability insurance. For Renewable Energy Resource systems having a maximum nameplate generating capability of greater than 10 kW, the Company's approved Distributed Resource Interconnection Tariff shall: (1) Set forth safety, performance and reliability standards and insurance requirements; and (2) Establish the qualifications for exemption from a requirement to install additional controls, perform or pay for additional tests or distribution equipment or purchase additional liability insurance.


Issued By: , Chief Executive Officer

Effective Date: June 1, 2014

Approved or Adopted by Midwest Energy, Inc. Board of Directors: **June 16, 2014**

NET METERING RIDER

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

Issued By: , Chief Executive Officer

Effective Date: June 1, 2014

Approved or Adopted by Midwest Energy, Inc. Board of Directors: **June 16, 2014**

MIDWEST ENERGY, INC.
DISTRIBUTED RESOURCE INTERCONNECTION TARIFF

3.0 Process Overview

There are three interconnection review paths for interconnection of Interconnecting Customer's CGF. They are described below and detailed in Figure 1 with accompanying notes. Tables 1 and 2, respectively, describe the timelines and fees for these paths. Unless otherwise noted, all times in the tariff reference Company business days under normal work conditions.

Simplified – For qualified inverter-based CGFs with a power rating of ten (10) kW or less on radial circuits under certain conditions. (See Section 3.1.)

Expedited – For certified CGFs that pass certain pre-specified screens on radial circuits. (See Section 3.2.)

Standard – For all generating facilities not qualifying for either the simplified or expedited interconnection review processes that have a power rating of twenty (20) MW or less on radial circuits. (See Section 3.3.)

All potential Interconnecting Customers without respect to CGF ownership, dispatch control, or prime mover that plan to operate in parallel with the Company EDS must submit a completed application and pay the appropriate application fee to the Company. The application will be acknowledged by the Company, and the Interconnecting Customer will be notified of the application's completeness. Interconnecting Customers who are not likely to qualify for the simplified or expedited processes may opt to go directly into the standard process path. All other Interconnecting Customers must proceed through a series of screens to determine their ultimate interconnection path.

3.1 Simplified Process

Interconnecting Customers using qualified (UL 1741) inverter-based generator facilities with power ratings of ten (10) kW or less requesting an interconnection on radial distribution circuits where the aggregate CGF capacity on the circuit is less than 7.5 percent of the circuit annual peak load qualify for simplified interconnection. This is the fastest and least costly interconnection path. The simplified process includes these steps:

3.0 Process Overview – cont.

1. Interconnecting Customer submits completed Simplified Process Interconnection Application and Service Agreement (Exhibit A).
2. Company acknowledges to the Interconnecting Customer receipt of the application within three (3) business days of receipt.
3. Company evaluates the application for completeness and notifies the Interconnecting Customer within ten (10) business days of receipt that the application is complete and accepted or is not complete and what information is missing.
4. Company verifies CGF equipment passes screens 1, 2, and 3 in Figure 1.
5. Company signs application installation approval line and sends to Customer. In certain rare instances, the Company may require the Interconnecting Customer to pay for minor system modifications. If the Interconnecting Customer does not substantially complete construction within twelve (12) months after receiving approval from the Company, the Company will require the Interconnecting Customer to reapply for interconnection.
6. Upon receipt of Company-signed application and completion of installation, Interconnecting Customer returns Certificate of Completion (included with Exhibit A) to Company. Company may inspect CGF for compliance with standards and may arrange for a witness test.
7. The Interconnecting Customer has no right to operate in parallel until a witness test has been satisfactorily performed according to this Interconnection Tariff and Company standards, unless the witness test was previously waived by the Company on the application form. If the witness test is not satisfactory, the Company has the right to disconnect the CGF. The Company is obligated to complete this witness test within ten (10) business days of receipt of the Certificate of Completion. If the Company does not inspect within ten (10) business days or later by mutual agreement of the parties, the witness test is deemed waived.
8. When the inspection/witness test is satisfactory, Company notifies Interconnecting Customer in writing that interconnection is authorized.

A simplified interconnection is generally provided at no cost to the Customer. Additional protection equipment not included with the certified generator or interconnection equipment package may be added at the Company's discretion as long as the performance of the system is not negatively impacted in any way and the

3.0 Process Overview – cont.

Customer is not charged for any equipment in addition to that which is included in the certified equipment package.

3.2 Expedited Process

Interconnecting Customers not qualifying for the simplified process or not in the standard process must pass a series of screens before qualifying for expedited interconnection. Depending on whether one or more screens are passed, additional steps may be required. The expedited process includes these steps:

1. Interconnecting Customer submits an Expedited/Standard Process Interconnection Application (Exhibit B).
2. Company acknowledges to the Interconnecting Customer receipt of the application within three (3) business days of receipt.
3. Company evaluates the application for completeness and notifies the Interconnecting Customer within ten (10) business days of receipt that the application is or is not complete and what information is missing.
4. Company then conducts an initial review which includes applying the screening methodology (Screens 1 through 8 in Figure 1).
5. Company reserves the right to conduct internal studies if deemed necessary and at no additional cost to the Interconnecting Customer, such as but not limited to: protection review, aggregate harmonics analysis review, aggregate power factor review and voltage regulation review. Likewise, when the proposed interconnection may result in reversed load flow through the Company's load tap changing transformer(s) or line voltage regulator(s), control modifications necessary to mitigate the effects may be made to these devices by the Company at the Interconnecting Customer's expense or the CGF may be required to limit its output so reverse load flow cannot occur or to provide reverse power relaying that trips the CGF.

3.0 Process Overview – cont.

6. As part of the expedited process, the Company will assess whether any system modifications are required for interconnection, even if the project passes all of the applicable screens. If the needed modifications are minor, that is, the requirement can be determined within the time allotted through the application fee and any internal studies, then the modification requirements, reasoning, and costs for these minor modifications will be identified and included in the executable Interconnection Service Agreement (Exhibit F). If the requirements cannot be determined within the time and cost allotted in the initial review and any internal studies, the Company may require that the project undergo additional review to determine those requirements. The time allocated for additional review is a maximum of ten (10) hours of engineering time.
7. If after this review, the Company still cannot determine the requirements, the Company will document the reasons why and will meet with the Interconnecting Customer to determine how to move the process forward to the parties' mutual satisfaction. In all cases, the Interconnecting Customer will pay for the cost of modifications as outlined in Section 5.
8. Assuming all applicable screens are passed, Company sends the Interconnecting Customer an executable Interconnection Service Agreement (Exhibit F) and a quote for any required system modifications or reasonable witness test costs.
9. If one or more screens are not passed, the Company will provide a Supplemental Review Agreement (Exhibit C). If the Interconnecting Customer executes the agreement, the Company will conduct the review. If the supplemental review determines the requirements for processing the application through the expedited process including any system modifications, then the modification requirements, reasoning, and costs for these modifications as defined in Section 5 will be identified and included in an executable Interconnection Service Agreement sent to the Interconnecting Customer for execution. If the supplemental review does not determine the requirements, it will include a proposed Impact Study Agreement (Exhibit D) as part of the standard process which will include an estimate of the cost of the study. Even if a proposed project initially fails a particular screen in the expedited process, if supplemental review shows that it can return to the expedited process then it will do so. Supplemental review includes up to ten (10) hours of engineering time.

3.0 Process Overview – cont.

10. Interconnecting Customer returns the signed Interconnection Service Agreement which is then executed by the Company.
11. Interconnecting Customer completes installation and, upon receipt of payment, the Company completes system modifications, if required.
12. Company inspects completed installation for compliance with standards and attends witness test, if required.
13. Assuming inspection is satisfactory, Company notifies Interconnecting Customer in writing that interconnection is authorized.

3.3 Standard Process

The standard process has the longest maximum time duration and highest potential costs. There are two ways to enter the standard process:

1. Interconnecting Customers may choose to proceed immediately to the standard process.
 - a. Interconnecting Customer submits an Expedited/Standard Process Interconnection Application (Exhibit B).
 - b. Company acknowledges to the Interconnecting Customer receipt of the application within three (3) business days of receipt.
 - c. Company evaluates the application for completeness and notifies the Interconnecting Customer within ten (10) business days of receipt that the application is or is not complete and what information is missing.
2. Based upon the results of the initial and supplemental reviews, Interconnecting Customers applying under the simplified or expedited process may be required to enter the standard process.

The standard process includes these steps:

1. The Company will conduct an initial review that includes a scoping meeting/discussion with the Interconnecting Customer (if necessary) to review the application. At the scoping meeting the Company will provide pertinent information such as:
 - a. The available fault current at the proposed location;
 - b. The existing peak loading on the lines in the general vicinity of the CGF;
 - c. The configuration of the transmission or distribution lines.

3.0 Process Overview – cont.

2. Company provides an Impact Study Agreement (Exhibit D), including a cost estimate for the study. Where there are other potentially affected systems, and no single party is in a position to prepare an impact study covering all potentially affected systems, the Company will coordinate but not be responsible for the timing of any studies required to determine the impact of the interconnection request on other potentially affected systems. The Interconnecting Customer will be directly responsible to the potentially affected system operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially affected systems.
3. Once the Interconnecting Customer executes the Impact Study Agreement and pays pursuant to the terms thereof, the Company will conduct the impact study.
4. If the Company determines, in accordance with good utility practice, that the system modifications to the Company EDS are not substantial, the impact study will determine the scope and cost of the modifications as defined in Section 5. If the Company determines, in accordance with good utility practice, that the system modifications to the Company EDS are substantial, the impact study will produce an estimate for the modification costs (within ± 25 percent) and a Detailed Study Agreement (Exhibit E) and cost for Interconnecting Customer's approval.
5. After the Interconnecting Customer executes the Detailed Study Agreement and pays pursuant to the terms thereof, the Company will conduct the detailed study.
6. Upon completion of any necessary studies, the Company shall send the Interconnecting Customer an executable Interconnection Service Agreement (Exhibit F) including a quote for any required system modifications and reasonable witness test costs.
7. Interconnecting Customer returns signed Interconnection Service Agreement.
8. Interconnecting Customer completes installation and Company completes system modifications, if required.
9. Company inspects completed installation for compliance with requirements and attends witness test, if required.
10. Assuming inspection is satisfactory, Company notifies Interconnecting Customer in writing that interconnection is authorized.

3.0 Process Overview – cont.

3.4 Time Frames

Unless otherwise noted, all days in this tariff reference Company business days under normal work conditions.

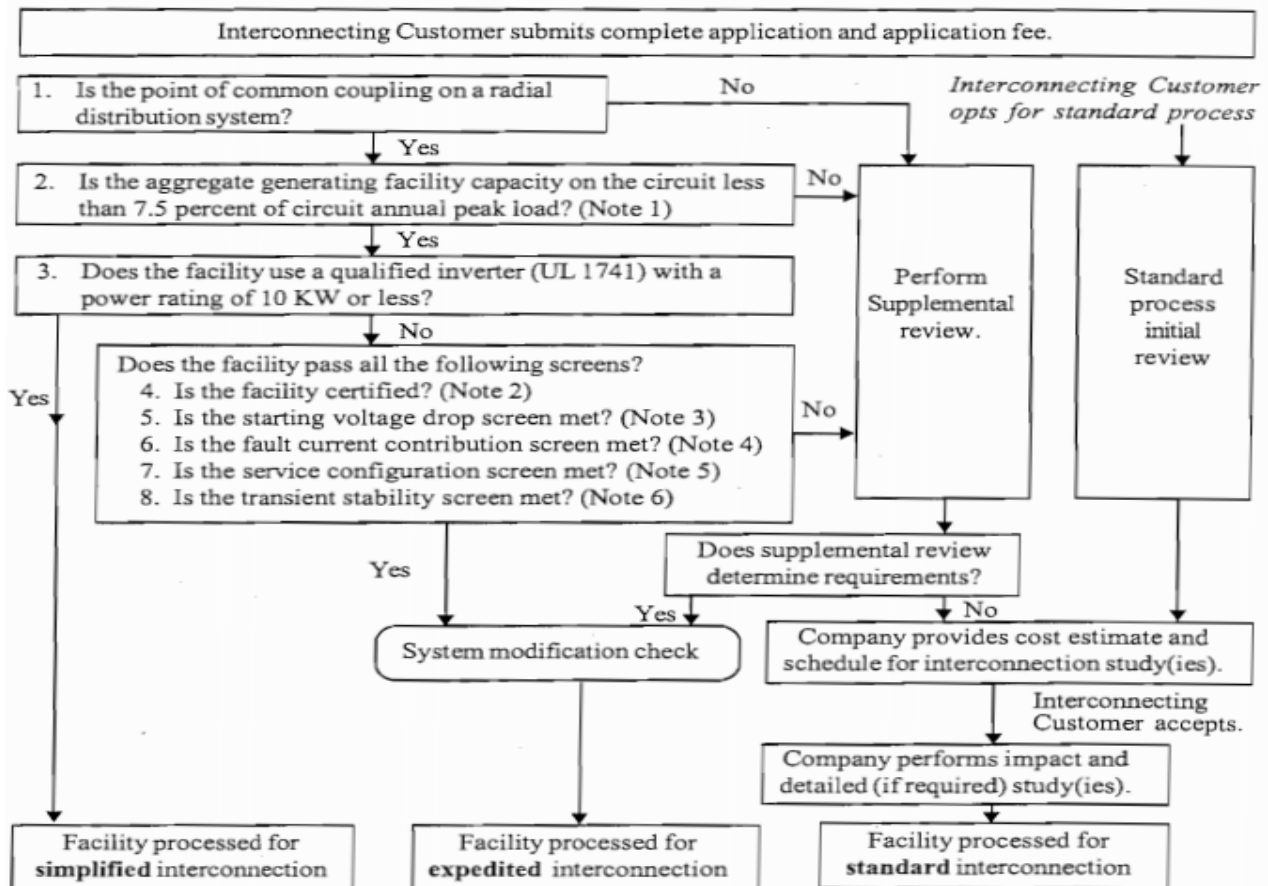
Table 1 shows the maximum timeframes allowed under the simplified, expedited, and standard review processes. The maximum time allowed for the Company to execute the entire simplified process is fifteen (15) days. The maximum time allowed for the Company to execute the entire expedited process on a radial system is forty (40) days where no supplemental review is needed and sixty (60) days where it is needed. The maximum time allowed for the Company to execute the entire standard process is 125 days for the standard review process if the Customer goes directly to standard review and 150 days if the Customer goes from the expedited process into standard review. The Company clock is stopped when awaiting information from Interconnecting Customers. Any delays caused by Interconnecting Customer will interrupt the applicable clock. Moreover, if an Interconnecting Customer fails to act expeditiously to continue the interconnection process or delays the process by failing to provide necessary information within the longer of fifteen (15) days or half the time allotted to the Company to perform a given step, or as extended by mutual agreement, then the Company may terminate the application and the Interconnecting Customer must re-apply. However, the Company will be required to retain the work previously performed in order to reduce the initial and supplemental review costs incurred for a period of no less than one (1) year. Notwithstanding these maximum time frames, the Company shall endeavor to meet the Customer's needs.

3.0 Process Overview – cont.

3.5 Fee Schedules

Table 2 shows the fees required for Interconnecting Customers to apply for interconnection. There are no fees for those facilities that qualify for the simplified path, except in certain unique cases where a system modification would be needed which would be covered by the Interconnecting Customer. Those qualifying for the expedited process on a radial distribution circuit will pay a \$3/KW application fee (minimum of \$300 and maximum of \$2,500). **All interconnection applications will pay the applicable fee listed on the application,** plus \$125/hour up to ten (10) hours (\$1,250) for supplemental review, when applicable, plus the actual cost as defined in Section 5 of any required system modifications. Those on the standard process path would pay the same application fee as in the expedited path as well as the actual cost as defined in Section 5 of any required system modifications, plus the actual cost of any impact and facility studies, if required.

Figure 1: Midwest Energy DR Interconnection Process



3.0 Process Overview – cont.

Explanatory Notes to Accompany Figure 1

Note 1. On a typical radial distribution circuit (“feeder”) the annual peak load is measured at the substation circuit breaker, which corresponds to the supply point of the circuit. A circuit may also be supplied from a tap on a higher-voltage line, sometimes called a sub-transmission line. On more complex radial circuits, where bidirectional power flow is possible due to alternative circuit supply options (“loop service”), the normal supply point is the loop tap.

Note 2. California and New York have adopted certification rules for expediting application review and approval of CGF interconnections to utility electric delivery systems. CGFs in these states must meet the applicable commission-approved certification tests and criteria to qualify for the expedited process. Since the certification criterion is based on testing results from recognized national testing laboratories, the Company will accept CGFs certified in California or New York as candidates for the expedited process. It is the Interconnecting Customer’s responsibility to determine if, and submit verification that, the proposed CGF has been certified in California or New York.

Underwriters Laboratories Inc. (“UL”) standard UL 1741, *“Inverters, Converters and Charge Controllers for Use in Independent Power Systems”*, addresses the electrical protection functionality of independent power systems. UL 1741 compliance is established by nationally recognized testing laboratories. Interconnecting Customers should contact the CGF supplier to determine if it has been listed to this standard.

The IEEE 1547 Standard includes design specifications and provides technical and test specifications for CGFs rated up to ten (10) MVA. To meet the IEEE standard, Interconnecting Customers must provide information or documentation that demonstrates how the CGF is in compliance with the IEEE 1547 Standard. A CGF will be deemed to be in compliance with the IEEE 1547 Standard if the Company previously determined it was in compliance. However, the Interconnecting Customer must provide immediate verbal notice and written notice within three (3) days after the in-service date of any CGF modifications that may affect IEEE 1547 Standard compliance. Applicants who can demonstrate CGF compliance with either the UL 1741 or IEEE 1547 standard will be eligible for the expedited process.

3.0 Process Overview – cont.

Note 3. This screen only applies to CGFs that start by motoring the generating unit(s) or the act of connecting synchronous generators. The voltage drops should be less than the criteria below. There are two options in determining whether starting voltage drop could be a problem. The option to be used is at the Company's discretion:

Option 1: The Company may determine that the CGF's starting inrush current is equal to or less than the continuous ampere rating of the CGF's service equipment.

Option 2: The Company may determine the impedances of the service distribution transformer (if present) and the secondary conductors to the CGF's service equipment and perform a voltage drop calculation. Alternatively, the Company may use tables or nomographs to determine the voltage drop. Voltage drops caused by starting a generating unit as a motor must be less than 2.5 percent for primary interconnections and five (5) percent for secondary interconnections.

Note 4. The purpose of this screen is to ensure that fault (short-circuit) current contributions from all CGFs will have no significant impact on the Company's protective devices and EDS. All of the following criteria must be met when applicable:

- a. The proposed CGF, in aggregation with other generation on the circuit, will not contribute more than ten (10) percent to the circuit's maximum fault current under normal operating conditions at the point on the high voltage (primary) level nearest the proposed PCC.
- b. The proposed CGF, in aggregate with other generation on the circuit, will not contribute fault current that causes any protective devices and equipment (including but not limited to substation breakers, fuse cutouts, and line reclosers), or Interconnecting Customer equipment on the EDS to exceed eighty (80) percent of the short-circuit interrupting capability. In addition, the proposed CGF will not be installed on a circuit on which the available fault current already exceeds eighty (80) percent of the short-circuit interrupting capability.
- c. When measured at the secondary side (low side) of a shared distribution transformer, the short-circuit contribution of the proposed CGF must be less than or equal to 2.5 percent of the interrupting rating of the Company's service equipment.

Coordination of fault-current protection devices and systems will be examined as part of this screen. Upgrades of protective devices to allow interconnection shall be included in the scope of system modifications, the costs and payment responsibility of which will be determined as set forth in this Tariff.

3.0 Process Overview – cont.

Note 5. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over voltages on the Company EDS due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass Screen
Three-phase, four wire	Effectively grounded 3- phase or single-phase, line-to-neutral	Pass Screen

If the proposed generator is to be interconnected on a single-phase transformer shared secondary, the aggregate generation capacity on the shared secondary, including the proposed generator, will not exceed twenty (20) kVA.

If the proposed generator is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition will not create an imbalance between the two sides of the 240 volt service of more than twenty (20) percent of nameplate rating of the service transformer.

Note 6. The proposed CGF, in aggregate with other CGFs interconnected to the distribution low voltage side of the substation transformer feeding the distribution circuit where the CGF proposes to interconnect, will not exceed ten (10) MW in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission voltage level buses from the PCC). Company shall endeavor to notify Interconnecting Customer of any known stability limitations.

3.0 Process Overview – cont.

Table 1: Time Frames (Note 1)

Review Process			
	Simplified	Expedited	Standard
Acknowledge Receipt of Application	3 days	3 days	3 days
Review Application for Completeness	10 days	10 days	10 days
Complete Review of All Screens	10 days	25 days	N/A
Complete Supplemental Review (if needed)	N/A	20 days	N/A
Complete Standard Process Initial Review	N/A	N/A	20 days
Send Follow-on Studies Cost/Agreement	N/A	N/A	5 days
Complete Impact Study (if needed)	N/A	N/A	55 days
Complete Detailed Study (if needed)	N/A	N/A	30 days
Send Executable Agreement (Note 2)	Done	10 days	15 days
Total Maximum Days (Note 3)	15 days	40/60 days (Note 4)	125/150 days (Note 5)
Notice/Witness Test	<1 day with 10 day notice or by mutual agreement	1-2 days with 10 day notice or by mutual agreement	By mutual agreement

Issued By: Pat Plake, Chief Executive Officer

Effective Date: May 24, 2004

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

3.0 Process Overview – cont.

Table 2: Fee Schedule

	Review Process		
	Simplified	Expedited	Standard
Application Fee (covers screening analyses)	0 (Note 1)	\$3/KW, minimum \$300, maximum \$2,500	\$3/KW, minimum \$300, maximum \$2,500
Supplemental Review or Additional Review (if applicable)	N/A	Up to 10 engineering hours at \$125/hr (\$1,250 maximum) (Note 2)	N/A
Standard Interconnection Initial Review	N/A	N/A	Included in application fee (if applicable)
Impact and Detailed Study (if required)	N/A	N/A	Actual cost (Note 3)
Facility Upgrades	N/A (Note 4)	Actual cost	Actual cost
O&M (Note 5)	N/A	TBD	TBD
Witness Test	0	Actual cost, up to \$300 + travel time (Note 6)	Actual cost

Issued By: Pat Plake, Chief Executive Officer

Effective Date: May 24, 2004

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

3.0 Process Overview – cont.

Explanatory Notes to Accompany Tables 1 and 2

Table 1: Time Frames

Note 1. All days listed apply to Company business days under normal work conditions. All numbers in this table assume a reasonable number of applicants under review. All timelines may be extended by mutual agreement. Any delays caused by Interconnecting Customer will interrupt the applicable clock. Moreover, if an Interconnecting Customer fails to act expeditiously to continue the interconnection process or delays the process by failing to provide necessary information within the longer of fifteen (15) days or half the time allotted to the Company to perform a given step, or as extended by mutual agreement, then the Company may terminate the application and the Interconnecting Customer must reapply. However, the Company will be required to retain the work previously performed in order to reduce the initial and supplemental review costs incurred for a period of no less than one (1) year.

Note 2. Company delivers an executable agreement form. Once the Interconnection Service Agreement is delivered by the Company, any further modification and timetable will be established by mutual agreement.

Note 3. Individual step totals shown in columns exceed the maximum target. Company shall endeavor to meet total maximum days target.

Note 4. Shorter time applies to expedited process without supplemental review, longer time applies to expedited process with supplemental review.

Note 5. 125 day maximum applies to an Interconnecting Customer opting to begin directly in standard process, and 150 days is for an Interconnecting Customer who goes through initial expedited process first. In both cases this assumes that both the impact and Company facilities studies are needed. If the detailed study is not needed, the timelines will be shorter.

3.0 Process Overview – cont.

Table 2: Fee Schedule

Note 1. If the Company determines that the CGF does not qualify for the simplified process, it will let the Interconnecting Customer know what the appropriate fee is.

Note 2. Supplemental review and additional review are addressed in Section 3.2.

Note 3. This is the actual cost only attributable to the applicant. Any costs not expended from the application fee previously collected will go toward the costs of these studies.

Note 4. Not applicable except in certain rare cases where a system modification would be needed. If so, the modifications are the Interconnecting Customer's responsibility.

Note 5. O & M is defined as the Company's on-going operations and maintenance carrying charges on the incremental costs associated with serving the Interconnecting Customer. (Refer to Section 5.3 System Modification Costs and Section 5.4 Separation of Costs.)

Note 6. The fee will be based on actual cost up to \$300 plus driving time, unless Company representatives are required to do additional work due to extraordinary circumstances or due to problems on the Interconnecting Customer's side of the PCC (e.g., Company representative required to make two trips to the site), in which case Interconnecting Customer will cover the additional cost.

Exhibit A:
Simplified Process Interconnection Application and Service Agreement
10KW or less, inverter-based, UL1741-listed

Instructions and Required Documentation:

- Complete ALL fields of the Simplified Process Interconnection Application and Service Agreement (Application hereafter) for Customer-Generator Facility (CGF).
- Include technical specifications for the inverter unit(s).
- Include technical specifications for the renewable generation unit (solar panels, wind generator, etc.).
- Include a site diagram of the premises that includes the location of Company's meter, the disconnect switch, and the renewable generation unit(s).
- A nonrefundable application fee of \$125, payable by check to Midwest Energy, Inc.
- Send completed Application, application fee, and documents via mail or email to:

Midwest Energy, Inc.
c/o Customer Service – Renewable Interconnection
1330 Canterbury Dr.
Hays, KS 67601
email: COMPANY EMAIL

Interconnection Process:

1. Interconnecting Customer submits a completed application. The application will not be processed unless application fee has been submitted.
2. Company acknowledges to the Interconnecting Customer receipt of the Application within three (3) business days of receipt.
3. Company evaluates the Application for completeness and notifies the Interconnecting Customer within ten (10) days of receipt that the Application is or is not complete and, if not, advises what is missing.
4. Company verifies CGF can be interconnected safely and reliably. Company signs Application approval line and sends to Customer. In certain rare circumstances the Company may require the Interconnecting Customer to pay for minor system modifications. If so, an estimate will be sent back with the approved Application requiring the Interconnecting Customer's consent to pay for the modifications.
5. After installation, Customer returns Certificate of Completion. Prior to parallel operation Company may inspect CGF for compliance with standards, which may include a witness test. Company will then schedule appropriate metering replacement, if necessary. The



Interconnecting Customer has no right to operate in parallel until a witness test has been performed or previously waived on the application form. The Company is obligated to complete this witness test within ten (10) days of the receipt of the Certificate of Completion. If the Company does not inspect the CGF in ten (10) days or by mutual agreement of the Parties, the witness test is deemed waived.

6. Company notifies Interconnecting Customer in writing that interconnection of the CGF is authorized.

Contact and Facility Information:

Contact Information: Provide the contact information for the legal applicant, i.e. the Interconnecting Customer. If another party (e.g. vendor, sales consultant, installer) is responsible for interfacing with the Company, their contact information MUST be provided as well in the Alternative Contact Information portion of the Application.

Prime Mover: Indicate which type of device will be powering the generator from this list: reciprocating engine, microturbine, fuel cell, wind turbine, photovoltaic panel, or other (please specify).

Energy Source: Indicate the energy source to be used by the prime mover from this list: solar, wind, diesel, biodiesel, natural gas, landfill gas, biogas, propane, or other (please specify).

UL1741 Listing: This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.



Simplified Interconnection Application and Service Agreement
10KW or less, inverter-based, UL1741-listed

Contact Information:

Legal name and address of Interconnecting Customer (Applicant)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email Address: _____

Alternative Contact Information (if different from Applicant)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email Address: _____

Facility Information:

Street Address or Physical Location: _____

City: _____ State: _____ Zip Code: _____

Midwest Energy Account Number: _____

Inverter Manufacturer: _____ Model _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts) Single ___ or Three ___ Phase

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover (Pick one from Contact and Facility Information) _____

Energy Source (Pick one from Contact and Facility Information) _____

UL1741 Listed? Yes No

Estimated Install Date: _____ Estimated In-Service Date: _____

Customer Signature (Attach manufacturer's cut sheet showing UL1741 listing and sign here)

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true, and I agree to the Terms and Conditions on the following page and the terms of the Distributed Resource Interconnection Tariff (DRIT).

Interconnecting Customer Signature

Date

Installation of the CGF is approved, contingent upon the terms and conditions of this Agreement and agreement to any system modifications, if required.

(Are system modifications required? Yes___ No___)

Midwest Energy Signature: _____ Date: _____

Midwest Energy waives inspection/witness test? Yes___ No___

Terms and Conditions for Simplified Interconnections

1. **Construction of the Facility.** The Interconnecting Customer may proceed to construct the CGF after the Simplified Interconnection Application and Service Agreement has been signed by the Company.
2. **Interconnection and Operation.** The Interconnecting Customer may operate CGF and interconnect with the Company's system after the following has occurred:
 - a. **Code Inspection:** Upon completing construction, the Interconnecting Customer will cause the CGF to be inspected or otherwise certified by the local electrical wiring inspector with jurisdiction (if applicable).
 - b. **Certificate of Completion:** The Interconnecting Customer returns the Certificate of Completion to the Company.
 - c. **Company Inspection:** Company has completed or waived the right to inspection.
3. **Company Right of Inspection.** Within ten (10) business days after receipt of the Certificate of Completion, the Company may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the CGF to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the Interconnection Tariff. The Company has the right to disconnect the CGF in the event of improper installation or failure to return Certificate of Completion. If the Company does not inspect in ten (10) days or by mutual agreement of the Parties, the witness test is deemed waived.
4. **Safe Operations and Maintenance.** The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the CGF.
5. **Access.** The Company shall have access to the disconnect switch (if required) of the CGF at all times.
6. **Disconnection.** The Company may temporarily disconnect the CGF to facilitate planned or emergency Company work.
7. **Indemnification.** Interconnecting Customer and Company shall each indemnify, defend, and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits, and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.
8. **Limitation of Liability.** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the



amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

9. **Termination.** This Agreement may be terminated under the following conditions:
 - a. **By Mutual Agreement.** The Parties agree in writing to terminate the Agreement.
 - b. **By Interconnecting Customer.** The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
 - c. **By the Company.** The Company may terminate this Agreement (1) If the CGF fails to operate for any consecutive twelve (12) month period, or (2) In the event that the CGF impairs the operation of the electric distribution system or service to other Customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment.
10. **Assignment/Transfer of Ownership of the Facility.** This Agreement shall survive the transfer of ownership of the CGF to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.
11. **Interconnection Tariff.** These Terms and Conditions are pursuant to the Company's Distributed Resource Interconnection Tariff (DRIT), as approved by the Kansas Corporation Commission and adopted by Midwest Energy's Board of Directors and as the same may be amended from time to time ("Interconnection Tariff"). All terms set forth in these Terms and Conditions are as defined in the Interconnection Tariff (see Company's website for complete tariff – www.mwenergy.com).



**Simplified Interconnection Application and Service Agreement
Certificate of Completion**

Installation Information ☐ Check if owner-installed

Interconnecting Customer: _____

Contact Person: _____

Mailing Address: _____

Location of Facility (if different from above): _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email Address: _____

Electrician:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email Address: _____

License number (Required): _____

Inspection: The system has been installed and inspected in compliance with the
local Building/Electrical Code of _____

(City and/or County)

Signed (Local Electrical Wiring Inspector, or attach signed electrical inspection form):

Inspector's Name (printed): _____ Date: _____

Inspection Exempt: (Customer must sign below if facility is not subject to local
Building/Electrical Code jurisdiction.)

I certify this facility is exempt from local code requirements and is ready to be
energized.

Customer Signature Date: _____

As a condition of interconnection, you are required to send a copy of this form,
along with a copy of the signed electrical permit, if any, to address specified in
the Instructions and Required Documentation section of the application.

Exhibit B:
Expedited/Standard Process Interconnection Application and Service Agreement
Greater than 10 kW, inverter-based, UL1741-listed

Instructions:

- Complete ALL fields of the Expedited/Standard Process Interconnection Application and Service Agreement (Application hereafter) for Customer-Generator Facility (CGF).
- Include technical specifications for the inverter unit.
- Include technical specifications for renewable generation unit (solar panels, wind generator, etc.).
- Include a site diagram of the premises that includes the location of Company's meter, the disconnect switch, and the renewable generation unit(s).
- A nonrefundable application fee of is required. The fee is \$3.00 per kW based on the Nameplate Rating (\$300 minimum and \$2,500 maximum). Make checks payable to Midwest Energy, Inc.
- Send completed Application, application fee, and documents via mail or email to:

Midwest Energy, Inc.
c/o Customer Service – Renewable Interconnection
1330 Canterbury Dr.
Hays, KS 67601
email: **COMPANY EMAIL**

Interconnection Process:

1. Interconnecting Customer submits a completed Application.
2. Company acknowledges to the Interconnecting Customer receipt of the Application within three (3) business days of receipt.
3. Company evaluates the Application for completeness and notifies the Interconnecting Customer within ten (10) days of receipt that the Application is or is not complete and, if not, advises what is missing.
4. Company verifies CGF can be interconnected safely and reliably. Company signs Application approval line and sends to Customer. In certain rare circumstances the Company may require the Interconnecting Customer to pay for minor system modifications. If so, an estimate will be sent back with the approved Application requiring the Interconnecting Customer's consent to pay for the modifications.
5. After installation, Customer returns Certificate of Completion. Prior to parallel operation Company may inspect CGF for compliance with standards, which may include a witness

test. Company will then schedule appropriate metering replacement, if necessary. The Interconnecting Customer has no right to operate in parallel until a witness test has been performed or previously waived on the application form. The Company is obligated to complete this witness test within ten (10) days of the receipt of the Certificate of Completion. If the Company does not inspect the CGF in ten (10) days or by mutual agreement of the Parties, the witness test is deemed waived.

6. Company notifies Interconnecting Customer in writing that interconnection of the CGF is authorized.

Impact Study:

In the event that Company deems it necessary to conduct an Impact Study on the project, the interconnecting customer will be responsible for up to ten (10) hours of engineering time for the Expedited process and all costs of the study for the Standard process.

Contact and Facility Information:

Contact Information: You must provide as a minimum the contact information of the legal applicant. If another party is responsible for interfacing with the Company, you may optionally provide their contact information as well.

Ownership Information: Please enter the legal names of the owner or owners of the generating facility. Include the percentage ownership, if any, by any utility, utility affiliate, or public utility holding company.

Prime Mover: Indicate which type of device will be powering the generator from this list: reciprocating engine, microturbine, gas turbine, steam turbine, fuel cell, wind turbine, photovoltaic panel, or other (please specify).

Energy Source: Indicate the energy source to be used by the prime mover from this list: solar, wind, diesel, biodiesel, natural gas, landfill gas, biogas, propane, or other (please specify).

UL1741 Listing: This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.



Expedited/Standard Process Interconnection Application

Contact Information

Legal name and address of Interconnecting Customer (Applicant)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email Address: _____

Alternative Contact Information (if different from Applicant)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email Address: _____

Generator Facility Information

Street Address or Physical Location: _____

City: _____ State: _____ Zip Code: _____

Midwest Energy Account Number: _____

Type of Generating Unit (Circle One): Synchronous Induction Inverter

Manufacturer: _____ Model: _____

Nameplate Rating: _____ (kW) _____ (kVAR) _____ (Volts)

_____ Single or _____ Three Phase

Prime Mover (Pick one from list on instruction sheet.) _____

Energy Source (Pick one from list on instruction sheet.) _____

UL1741 Listed? Yes _____ No _____

Certified in California or New York? Yes _____ No _____ (Attach documentation.)

Estimated Installation Date: _____ Estimated In-Service Date: _____

Agreement Desired By: _____

Generating Facility Technical Detail

List components of the facility that are currently certified and/or listed to national standards.

Equipment Type	Manufacturer	Model	Standard
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Total Number of Generating Units in Facility _____

Generator Unit Power Factor Rating: _____

Max Adjustable Leading Power Factor _____ Max Adjustable Lagging Power Factor _____

Generator Characteristic Data (for all inverter-based machines)

Max Design Fault Contribution Current _____ Instantaneous _____ or RMS _____?

Harmonics Characteristics: _____

Start-up power requirements: _____

Generator Characteristic Data (for all rotating machines)

Rotating Frequency: _____ (rpm) Neutral Grounding Resistor (If Applicable): _____

Additional Information for Synchronous Generating Units

Synchronous Reactance, X_d : (PU) _____ Transient Reactance, X'_d : _____ (PU)

Subtransient Reactance, X''_d : (PU) _____ Neg Sequence Reactance, X_2 : _____ (PU)

Zero Sequence Reactance, X_0 : _____ (PU) KVA Base: _____

Field Voltage: _____ (Volts) Field Current: _____ (Amps)

Additional Information for Induction Generating Units

Rotor Resistance, R_r : _____ Stator Resistance, R_s : _____

Rotor Reactance, X_r : _____ Stator Reactance, X_s : _____

Magnetizing Reactance, X_m : _____ Short Circuit Reactance, X_d'' : _____

Exciting Current: _____ Temperature Rise: _____

Frame Size: _____

Total Rotating Inertia, H : _____ Per Unit on KVA Base: _____

Reactive Power Required in Vars (No Load): _____

Reactive Power Required in Vars (Full Load): _____

Reactive Compensation Installed (Vars): _____

Compensation Switched? ____ Yes ____ No Automatically Switched? ____ Yes ____ No

Output Level	Compensation (kVARS)	Power Factor @ PCC
0% Output		
25% Output		
50% Output		
100% Output		
Full Output		

Additional information for Induction Generating Units that are started by motoring

Motoring Power: _____ (KW) Design Letter: _____

Interconnection Equipment Technical Detail

Will a transformer be used between the generator and the point of interconnection?

Yes _____ No _____

Will the transformer be provided by Interconnecting Customer? Yes _____ No _____

Transformer Data (if applicable, for Interconnecting Customer-Owned Transformer):

Nameplate Rating: _____ (kVA) Single _____ or Three _____ Phase

Transformer Impedance: _____ (%) on a _____ KVA Base

If Three Phase:

Transformer Primary: _____ (Volts) _____ Delta _____ Wye _____ Wye Grounded _____ Other

Transformer Secondary: _____ (Volts) _____ Delta _____ Wye _____ Wye Grounded _____ Other

Transformer Fuse Data (if applicable, for Interconnecting Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt & Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____

Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____ Load Rating: _____ Interrupting Rating: _____
(Amps) (Amps)

Trip Speed: _____
(Cycles)



Interconnection Protective Relays (if applicable):

(If microprocessor-controlled)

List of Functions and Adjustable Set points for the protective equipment or software:

	Set Point Function	Minimum	Maximum
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

(If discrete components)

(Enclose copy of any proposed Time-Overcurrent Coordination Curves)

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____

Current Transformer Data (if applicable):

(Enclose copy of Manufacturer's Excitation & Ratio Correction Curves)

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____

Potential Transformer Data (if applicable):

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____

Manufacturer:_____Type:_____ Style/Catalog No.:_____ Proposed Setting:_____



General Technical Detail

Enclose three copies of site electrical One-Line Diagram showing the configuration of all generating facility equipment, current and potential circuits, and protection and control schemes with a registered professional engineer (PE) stamp.

Enclose three copies of any applicable site documentation that indicates the precise physical location of the proposed generating facility (e.g., USGS topographic map or other diagram or documentation).

Proposed Location of Protective Interface Equipment on Property:
(Include Address if Different from Application Address)

Enclose copy of any applicable site documentation that describes and details the operation of the protection and control schemes.

Enclose copies of applicable schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Please enclose any other information pertinent to this installation.

I hereby certify that, to the best of my knowledge, all information provided in this application, including attached technical detail, is true, and I agree to the terms of the Distributed Resource Interconnection Tariff (DRIT).

Interconnecting Customer Signature

Title

Date

For Midwest Energy's Use Only

Company Signature: _____ Date: _____



**Expedited/Standard Interconnection Application and Service Agreement
Certificate of Completion**

Installation Information ☐ Check if owner-installed

Interconnecting Customer: _____

Contact Person: _____

Mailing Address: _____

Location of Facility (if different from above): _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email Address: _____

Electrician:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email Address: _____

License number (Required): _____

Inspection: The system has been installed and inspected in compliance with the
local Building/Electrical Code of _____

(City and/or County)

Signed (Local Electrical Wiring Inspector, or attach signed electrical inspection form):

Inspector's Name (printed): _____ Date: _____

Inspection Exempt: (Customer must sign below if facility is not subject to local
Building/Electrical Code jurisdiction.)

I certify this facility is exempt from local code requirements and is ready to be
energized.

Date: _____

Customer Signature

As a condition of interconnection, you are required to send a copy of this form,
along with a copy of the signed electrical permit, if any, to:

Midwest Energy, Inc.
c/o Ryan Hammerschmidt
1330 Canterbury Dr.
Hays, KS 67601

email: rhammerschmidt@mwenergy.com

SCHEDULE OF SERVICE FEES

Applicable for Customer charges under the Company's General Terms and Conditions for Company electric and gas systems currently on file or as re-filed from time to time with the State Corporation Commission of Kansas.

1. Temporary Service Fee.....	\$50.00
2. Meter Reading.....	\$13.50
Additional Meters, same location.....	\$5.00
3. Insufficient Funds Charge.....	\$30.00
4. Insufficient Funds Service Charge.....	\$30.00
5. Collection Charge.....	\$25.00 \$8.00
6. Disconnection Charge per Meter.....	\$25.00 \$8.00
7. Reconnection Charge, First per Meter.....	\$25.00 \$15.00
Additional Meters, same location.....	\$5.00
8. Meter Test Fee.....	\$74.00
9. After Hours Labor Charge.....	\$135.00 \$30.00

~~After Hours Reconnection Labor Charge applies to reconnections conducted outside regular business hours and is in addition to above regular Reconnection Charge. Regular Business Hours are defined as non-holiday weekdays, 8:00 A.M. to 5:00 P.M., Central Time.~~

10. Credit/Debit/ATM Card Fee for each transaction not greater than	\$2,000 \$450.00	\$3.95
---	-----------------------------	--------

Issued By: Pat Parker, Chief Executive Officer

Effective Date: January 1, 2023

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

NATURAL GAS TERMS AND CONDITIONS

SECTION 2 – APPLICATION FOR SERVICE AND AGREEMENTS

A. APPLICATION BY CUSTOMER

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

B. ADDITIONAL PROVISIONS

- (1) Natural gas service will be supplied to the Customer under the provisions of the Customer's Natural Gas Service Agreement, the Company's applicable Rate Schedules, all Terms and Conditions in effect and any special Contract or Agreement with the Customer. The taking of natural gas service by a Customer will constitute acceptance of, and an agreement to be bound by, all such provisions. Any changes in Rate Schedules and Terms and Conditions will act as a modification of the Natural Gas Service Agreement then in existence without further notice.

-
- (2) The Customer will furnish upon request sufficient information relative to the size and characteristics of the load, the location of the premises to be served, and information needed to designate the class or classes of natural gas service to be supplied and the conditions under which it will be supplied.

C. RATES AND FEES

- (1) Rates for natural gas service will be those of the Company approved by the Commission or Company's Board of Directors in accordance with K.S.A. 66-104g, et seq, subject to change from time to time. Copies of the Rate Schedules currently in effect may be reviewed by any Customer at the Company's principal places of business or the Company's Internet site www.mwenergy.com. When new rates or tariffs are implemented following a rate case, the Company will provide all Customers with general information explaining the changes.

- (2) ~~Fees charged for special services will be those of the Company 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.~~ *Fees charged by the Company for services are specified in Schedule SFS. The After-Hours Charge will be applied when services are provided "outside of regular business hours" which is defined as 5:00 P.M. to 8:00 A.M Central Prevailing Time Monday through Friday and all hours on Saturday, Sunday, and Holidays. The After-Hours Charge is based on the effective Company labor rates and agreements which are subject to change. The After-Hours Charge will be revised periodically and consistent with changes in labor rates and agreements. Customers will be notified by the Company if charges apply prior to providing services included in Schedule SFS.*

D. TERM OF CONTRACT

Unless otherwise specified, Natural Gas Service Agreements will be effective for an initial period of one (1) year commencing on the date that service is made available to the Customer. When justified by the particular service requirements, the Company may require a contract period in excess of one (1) year commensurate with the Customer's natural gas service requirements and the necessary service facilities and equipment. (See Section 8.) Service will

Issued By: Pat Parker, Chief Executive Officer

Effective Date: May 1, 2015

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

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

Issued By: Pat Parker, Chief Executive Officer

Effective Date: May 1, 2015

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

Temporary service will be supplied in accordance with the applicable Rate Schedule for the type of service to be supplied, except that there will be an additional charge paid in advance before service is established determined as follows:

- (a) An amount equal to estimated labor, vehicle and overhead expenses and expendable material charges for both installation and removal of the temporary service; 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).

NATURAL GAS TERMS AND CONDITIONS

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 4LK, whether the bill is based on Customer's meter reading, Company's meter reading, or Company's estimate of consumption (therms);
 - (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, 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 By: Pat Parker, Chief Executive Officer

Effective Date: June 15, 2020

Approved or Adopted by Midwest Energy, Inc. Board of Directors: **June 15, 2020**

-
- (2) None of the following reasons will constitute sufficient cause for the Company to threaten or discontinue natural gas service or threaten or refuse service:
- (a) The Customer's failure to pay for special charges as defined in Section 4B(2);
 - (b) The Customer's failure to pay for service received at a concurrent and separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate metering point, residence or location in accordance with these Terms and Conditions, the Company may transfer any unpaid balance to any other service account with the Customer's written consent, provided, however, that in the event of the failure of the Customer to pay a final bill at any metering point, residence, or location, the Company may transfer such unpaid balance to any successive service account opened by the Customer for the same class of service, and may discontinue service at such successive metering point, residence, or location for nonpayment of such transferred amount;
 - (c) The Customer's failure to pay for a different class of service received at the same location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional Rate Schedules or provisions is not construed as a different class of service for the purpose of this rule;
 - (d) The Customer's failure to pay a bill which is in dispute; provided, however, that the Customer pays that portion of the bill not in dispute;
 - (e) An individual or a Customer has an outstanding debt for natural gas or electric service more than five (5) years old if the Natural Gas Service Agreement was signed and three (3) years if the agreement was oral;
 - (f) Because an individual who neither signed the Natural Gas Service Agreement on an account in arrears, nor agreed orally at the time service was established to be responsible for it, wants to put the account in his or her name. The only exception will be when the individual requesting service in his or her name and the Customer of record lived together when the debt was incurred and continue to live together at the same or a new residence.

B. POSTPONEMENT OF DISCONTINUANCE IN SPECIAL CIRCUMSTANCES

- (1) If a Residential Customer notifies the Company and establishes that:
 - (a) Discontinuance would be especially dangerous to the health of the Customer, resident member of the Customer's family, or other permanent resident of the premises where service is rendered; and
 - (b) (i) Such Customer is unable to pay for such service in accordance with the requirements of the Company's billing, or
(ii) Customer is able to pay for such service only in installments. The Company will either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days to enable Customer to make arrangements for reasonable installment payments.
- (2) In determining whether discontinuance would be especially dangerous to health, consideration will be given to the weather, and the Customer's or other resident's medical condition, age, or disability.
- (3) The Customer may establish that discontinuance of service would be especially dangerous to the health of the Customer, resident member of the Customer's family, or other permanent resident of the premises where service is rendered by obtaining a statement signed by a physician or public health official verifying that fact and forwarding or presenting it to the Company office prior to the date of disconnection.

C. NOTICE REQUIREMENTS

- (1) When notice of discontinuance of service is required it will be forwarded separate from other utility bills, information or advertising, to the account name and address and in the case of residential occupancy, to the address where service is provided, if different; provided however, that the service location has a mailing address which is provided to the Company by the Residential Customer. Service of notice by mail is complete upon mailing. The Company will maintain the record of the date of mailing and the effective dates of the notice. The notice will be effective for one (1) month after initial date upon which and after which service can be disconnected.

-
- (2) The Company will notify, or attempt to notify, Customers by phone at least two (2) days before they are to be disconnected.
 - (3) If the records of the Company show that the service account that it proposes to discontinue serves more than one residential dwelling unit, the Company will also post a notice of discontinuance in a common area of the residential building served. Such notice will be posted at least five (5) days prior to the discontinuance date specified therein.
 - (4) The notices required by this Section 5 will contain the following information:
 - (a) The name and address of the Customer, and the address, if different, where service is rendered;
 - (b) A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection;
 - (c) The dates between which service can be discontinued unless the Customer takes appropriate action;
 - (d) Terms under which the Customer may avoid discontinuance;
 - (e) A statement that discontinuance may be postponed or avoided if the Customer can demonstrate prior to the date of discontinuance that special circumstances prevent complete payment and satisfactory credit arrangements are made with the Company for moneys not in dispute; and
 - (f) A statement to apprise the Customer of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under other circumstances, such as special danger to health. The address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, will also be included. Language indicating that the Customer may meet with a designated employee of the Company to present his or her reasons for disputing a bill or the Company's reasons for discontinuance, requesting credit arrangements, or requesting a postponement of discontinuance.

Issued By: Pat Parker, Chief Executive Officer

Effective Date: June 15, 2020

Approved or Adopted by Midwest Energy, Inc. Board of Directors: **June 15, 2020**

D. DISCONNECT PROCEDURE

Except for discontinuance pursuant to Section 5A(1)(a), (b), (d), (h), and (i) the Company will not discontinue service unless at the time of the proposed discontinuance, for one hour after discontinuance and on the full work day following discontinuance, the Company office or authorized personnel identified in the notice given are open or available to the Customer for the purposes of making pay arrangements, preventing discontinuance or obtaining reconnection.

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 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.

G. NOTICE OF COMPLAINT PROCEDURE

Once a year, the Company will provide each of its Customers a notice apprising them of the Company's Complaint Procedure including its role in settling complaints that have reached an impasse.

H. COLLECTION, DISCONNECTION, AND RECONNECTION CHARGES

- (1) If collection of a natural gas service bill is **attempted** ~~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 **or Company** 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.
-

Page 137 Reserved for Future Use

Issued By: Pat Padhe, Chief Executive Officer

Effective Date: June 15, 2020

Approved or Adopted by Midwest Energy, Inc. Board of Directors: **June 15, 2020**