

MIDWEST ENERGY, INC.  
 (Name of Issuing Utility)  
 Company Wide  
 (Territory to which schedule is applicable)

Index No: 200  
 Schedule: DTTC Index  
 Replacing Schedule: Initial  
 Sheet: 1  
 which was filed:

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

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**DISTRIBUTION TRANSPORTATION TERMS AND CONDITIONS INDEX**

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Effective: December 12 2005  
 Month Day Year  
 By: *Earnest A. Lehman* President  
 Earnest Lehman - Signature of Officer Title

ADOPTED BY  
 MIDWEST ENERGY, INC.  
 BOARD OF DIRECTORS  
 September 19, 2016

MIDWEST ENERGY, INC.  
(Name of Issuing Utility)  
Company Wide  
(Territory to which schedule is applicable)

Index No: 201  
Schedule: DTTC Index  
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Effective: December 12 2005  
Month Day Year  
By: *Earnest A. Lehman* President  
Earnest Lehman - Signature of Officer Title

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BOARD OF DIRECTORS  
September 19, 2016

MIDWEST ENERGY, INC.  
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Index No: 202  
Schedule: DTTC  
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Sheet: 1  
which was filed: December 12, 2005

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## DISTRIBUTION TRANSPORTATION SERVICE TERMS AND CONDITIONS

Distribution transportation service is the movement of Customer-owned gas through Midwest Energy, Inc.'s ("Company or "Company's") distribution facilities.

### SECTION 1 – DEFINITIONS

- A. **Agent or Customer's Agent** is a person, partnership, public/private firm, or corporation authorized by Customer to perform natural gas procurement services, including but not limited to commodity procurement, delivery to the Company's distribution system, and balancing conducted on the Customer's behalf. Customer may act as his own Agent, however all Agents must meet criteria established under Section 15-Requirements and Responsibilities for Distribution Transportation Service.
- B. **Aggregation Area** means the combination of volumes delivered within geographic, operational, administrative, and/or other relevant portions of the Company's gas distribution system.
- C. **Approved Daily Nomination** is that volume of gas which Company has approved to be delivered on a particular day.
- D. **Balance and Balancing** means the Customer or Agent's obligation to cause deliveries to equal receipts, with due consideration given to Fuel Reimbursement Quantities.
- E. **British Thermal Unit (Btu)** is the amount of energy required to increase the temperature of one (1) pound of water one (1) degree Fahrenheit at fifty-nine (59) degrees Fahrenheit.
- F. **Business Day** means a period of twenty-four (24) consecutive hours, beginning 8:00 a.m. (prevailing Central Time) on any calendar day and ending at 8:00 a.m. (prevailing Central Time) on the following calendar day, excluding Saturday, Sundays, and holidays.
- G. **Capacity** means the maximum gas volume which any particular segment of the Company's system is capable of carrying under then current operating conditions.
- H. **Code of Conduct** means the document describing the obligations and responsibilities of Customers' Agents participating in the Distribution Transportation program.
- I. **Commodity Charge** means that portion of the amount to be paid monthly by the Customer for natural gas based upon the quantity of gas delivered to the Customer.
- J. **Company-used Gas** means the quantity of gas consumed by Company for purposes of its gas operations.

Effective: July 1 2021  
Month Day Year  
By: Pat Parke - Signature of Officer President  
Title

ADOPTED BY  
MIDWEST ENERGY, INC.  
BOARD OF DIRECTORS  
MAY 17, 2021

MIDWEST ENERGY, INC.  
(Name of Issuing Utility)  
Company Wide  
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**SECTION 1 – DEFINITIONS** (Continued)

- K. **Cubic Foot of Gas** is the amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60) degrees Fahrenheit and under an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch.
- L. **Daily Metering** means if directed by the Company, the Customer shall read the Company's gas meter each day at the time specified by the Company and report such reading to the Company.
- M. **Day** is a period of twenty-four (24) consecutive hours beginning and ending at eight o'clock a.m. Central Time or at such other hour as Customer and Company may agree upon.
- N. **Distribution Transportation Service** by Company consists of acceptance of gas tendered by Customer or Customer's Agent into Company's Distribution Transportation System for delivery to Customer's account, including receipt at mainline measuring facilities.
- O. **Gas or Natural Gas** is any mixture of hydrocarbons or of hydrocarbons and non-combustible gas, in a gaseous state, consisting essentially of methane.
- P. **Gross Dry Heating Value** is the number of BTU's produced by complete combustion, at a constant pressure, of the amount of gas which would occupy a volume of 1 cubic foot at a temperature of 60 degrees Fahrenheit on a water-free basis and at a pressure of 14.73 p.s.i.a. with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion has condensed to the liquid state.
- Q. **Imbalance** shall mean any difference between receipts and deliveries, net of Fuel Reimbursement Quantity.
- R. **Imbalance Tolerance** means the amount of imbalance that can be carried forward into the month following the month in which the imbalance occurred.
- S. **Interruptible** means that Company has the right to stop, in whole or in part, receipt or delivery of natural gas at any time. Company shall provide as much advance notice as is practical to Customer or Customer's Agent, except as may otherwise be specifically provided for in this Tariff.
- T. **Interruption** means the Company's inability to provide distribution service to a distribution Customer due to constraints on the upstream pipeline system.

Effective: December 12 2005  
Month Day Year  
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September 19, 2016

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**SECTION 1 – DEFINITIONS** (Continued)

- U. **Lost and Unaccounted-For Gas** means the difference between the sum of all input quantities of gas received into the Company’s distribution system and the sum of all output quantities of gas delivered from Company’s distribution system, which difference shall exclude Company-used gas and shall include, but not be limited to, gas vented and lost as a result of an event of force majeure.
- V. **Mainline Customer** is a Customer served off the mainline, upstream of any Town Border Station (TBS) or Mainline Border Station (MBS).
- W. **MBS** shall mean Mainline Border Station.
- X. **Mcf** is one thousand (1,000) cubic feet of gas.
- Y. **MMBtu** is one million (1,000,000) British thermal units.
- Z. **Month** is a period beginning at eight o’clock a.m., Central Time, or at such other hour as Customer, Customer’s Agent and/or Company have agreed upon, on the first day of calendar month and ending at the same time on the first day of the next month.
- AA. **Party** means Customer, Company, or Customer’s Agent.
- BB. **Point of Delivery or Delivery Point:** See Natural Gas Terms and Conditions, Index No. 108.
- CC. **p.s.i.a.** means pounds per square inch absolute.
- DD. **p.s.i.g.** means pounds per square inch gauge.
- EE. **Point of Receipt or Receipt Point(s)** means the point(s) at which the upstream facilities are interconnected with the Company’s facilities and at which the gas flow is metered.
- FF. **System Supply Sales Service** means sales service provided to Customer by Company at the applicable sales rate during a one-month period or longer when Customer is not served by transportation gas.
- GG. **TBS** means Town Border Station.
- HH. **Therms** is one hundred thousand (100,000) British thermal units.
- II. **Total Energy Content** is that amount determined by multiplying the gross dry heating value by the volume of gas in cubic feet.
- JJ. **Year** is a period of three hundred sixty-five (365) days commencing and ending at eight o’clock a.m. Central Time, provided that any year which contains that date of February 29 shall consist of three hundred sixty-six (366) days.

Effective: December 12 2005  
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**SECTION 2 – AVAILABILITY**

Distribution transportation service is available for any party (“Customer”) when:

- A. Customer has elected to be served under the Distribution Transportation Service tariff;
- B. Customer has contracted with a Company-qualified Agent to provide their natural gas needs. This Agent will be responsible for arranging the delivery of natural gas for Customer into the Company’s distribution facilities.
- C. Customer has completed, executed, and submitted a Transportation Affidavit to Company setting forth Customer’s election:
  - a. to utilize Distribution Transportation Service;
  - b. of selected Agent; and
  - c. of selected monthly billing option.
- D. Such service can be performed without any construction of facilities or other necessary investment by Company unless Company has waived in a nondiscriminatory manner this requirement in writing.
- E. Distribution Transportation Service is not available to residential Customers.
- F. As of March 1, 2021, the Distribution Transportation Service tariff is frozen to all customer classes with the exception of the Agriculture (Irrigation and Grain Dryer) class.

**SECTION 3 - APPLICABILITY AND CHARACTER OF SERVICE**

- A. Such distribution transportation service shall be provided to the extent interstate/intrastate pipeline capacity is available. Customer or Customer’s Agent will be responsible for obtaining capacity from the appropriate interstate/intrastate pipeline.
- B. Company is not obligated to deliver transportation gas on any day that such gas is not received from the transporting pipeline, but may do so, at its sole discretion, to the extent that such volumes are available.

**SECTION 4 - ADDITIONAL FACILITIES, EXPANSION AND EXTENSIONS**

Company policy regarding additional facilities, installations, or line extensions to meet new or expanded gas loads will be the same as the Company Distribution Extension Policy included in Section 8 of the Natural Gas Terms & Conditions.

Effective: July 1 2021  
Month Day Year  
By: Pat Parke President  
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**SECTION 5 – QUALITY**

- A. Company reserves the right to extract or retain or permit the extraction of gasoline or any other substance whatsoever from, or otherwise treat (without impairing its merchantability), the natural gas to be delivered hereunder.
- B. Gas tendered to Company at each Point of Receipt shall comply with the following quality specifications:
  - 1. At a base pressure of 14.73 p.s.i.a and a base temperature of 60 degrees Fahrenheit, such gas shall not contain more than:
    - a. ¼ grain of hydrogen sulphide per 100 cubic feet;
    - b. 5 grains of total sulphur per 100 cubic feet;
    - c. 1 grain of mercaptans per 100 cubic feet;
    - d. 2.0 percent by volume of carbon dioxide;
    - e. 7 pounds of water vapor per million cubic feet;
    - f. 10 parts per million (0.001 percent) by volume of oxygen; and
  - 2. Such gas shall be commercial in quality and shall be free from any foreign materials such as solids, sand, dirt, dust, gums, crude oil, water, or hydrocarbons in the liquid phase, iron particles, and other objectionable substances which may be injurious to pipelines or which may interfere with its transportation or commercial utilization.
  - 3. At base pressure of 14.73 p.s.i.a., the Gross Dry Heating Value of such gas shall not be less than 900 BTUs nor more than 1020 BTUs per cubic feet.
  - 4. The temperature of such gas shall not exceed 120 degrees Fahrenheit. However, if Company is required to dehydrate the gas at the Point(s) of Receipt, then the temperature of such gas shall not exceed 90 degrees Fahrenheit.
  - 5. The gas shall not contain hydrocarbons in the liquid state at the pressure existing at the Point of Receipt.

Effective: December 12 2005  
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**SECTION 6 - QUALITY TESTING**

- A. The Party operating the measuring equipment, shall use approved standards methods in general use in the gas industry and shall cause adequate tests to be made to determine the quality of gas delivered hereunder. Such tests shall be made frequently enough to ensure that the gas conforms to the specifications hereof.
- B. If gas tendered to Company fails to meet the specifications of this Tariff, the measuring Party shall notify the other Party of such failure. The receiving Party may refuse to accept such gas. The Party tendering non-specification gas hereunder shall indemnify the receiving Party for any injury, damage, loss, or liability caused by the delivery of such gas, except to the extent that receiving Party knowingly and willingly accepts such non-specification gas.

**SECTION 7 – MEASUREMENTS**

- A. The unit of volume for purpose of measurement and for the determination of total heating value shall be the cubic foot of gas as defined in this Tariff. Volumes of gas measured at prevailing meter pressures and temperatures shall be corrected to the unit of volume defined above by the procedures described below:
  - 1. Orifice Meters: Installation and the determination of volumes delivered through orifice meters shall conform to the recommendations in “Gas Measurement Committee Report Number Three” of the American Gas Association as amended, revised or superseded from time to time. Values of the orifice thermal expansion factor, manometer factor and gauge location factor shall be assumed to be unity.
  - 2. Turbine Meters: Installation and the determination of volumes delivered through turbine meters shall conform to the recommendations in “Transmission Measurement Committee Report Number Seven” of the American Gas Association as amended, revised or superseded from time to time.
  - 3. Positive Displacement Meters: Installation and the determination of volumes delivered shall conform to the recommendations in “Gas Measurement Manual Displacement Measurement Part Number Two” in the American Gas Association as amended, revised or superseded from time to time.
- B. The atmospheric pressure shall be the average atmospheric pressure as determined by elevation at the Points of Delivery and Receipt.

Effective: December 12 2005  
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**SECTION 7 – MEASUREMENTS** (Continued)

- C. The volume of gas delivered through each Point of Delivery and Receipt shall be corrected to a base temperature of sixty (60) degrees Fahrenheit by using:
  - 1. The arithmetic average of the hourly temperatures recorded by a properly installed continuously operated recording thermometer; or
  - 2. A meter containing a temperature operated device, hereinafter referred to as a temperature compensated meter, through the operation of which the meter correctly registers the volume, corrected to sixty (60) degrees Fahrenheit; or
  - 3. An assumed temperature of the gas flowing through the meters of fifty (50) degrees Fahrenheit in the case of any delivery where Company does not elect to install a recording thermometer or temperature compensated meter. However, in the event Company does not install a recording thermometer or temperature compensated meter, Customer may install a recording thermometer and in such case the temperature so recorded shall be used in correcting to a temperature of sixty (60) degrees Fahrenheit.
- D. When orifice meters are used, the specific gravity of the gas delivered hereunder shall be determined by approved methods once a month, or as frequently as necessary for reasonably accurate determination, and the specific gravity so obtained shall be used in computing volumes of gas delivered hereunder.
- E. The components for determining the deviation from Boyle’s Law, at the pressure and temperature which delivered, shall be determined by tests at intervals of twelve (12) months or at such shorter intervals as is found necessary. The correction factor determined by using American Gas Association “Report Number Eight” or American Gas Association “Project NX-19” shall be used in computation of deliveries until the next text.
- F. The heating value of the gas delivered shall be determined by approved recording calorimeters, gas samples or chromatographs.

Effective: December 12 2005  
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**SECTION 8 - MEASURING EQUIPMENT**

- A. Company agrees to install, operate and maintain on its pipeline at or near each point of connection of the facilities of Company and Customer (or another party which is distributing the gas on behalf of Customer), a meter or meters of standard type and design to measure all of the gas to be delivered hereunder. Company also agrees to install, operate and maintain at or near each Point of Delivery such pressure regulating equipment as may be necessary.
- B. Customer may install, operate and maintain, at its own expense, check measuring equipment as it shall desire, provided that check meters and equipment shall be installed as not to interfere with the operation of Company's meters at or near the Point of Delivery. Company shall have access to check measuring equipment at all reasonable hours but the reading, calibrating and adjusting thereof and changing of charts shall be done only by Customer.
- C. Both Company and Customer shall have the right to be represented at any installing, reading, cleaning, changing, repairing, inspecting, calibrating or adjusting done in connection with the other's measuring equipment installed hereunder. The records from such measuring equipment shall remain the property of the owner but the owner upon request to the other will submit records and charts, together with calculations therefrom, for its inspection and verification, subject to return within ten (10) days after receipt.

Effective: December 12 2005  
Month Day Year  
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September 19, 2016

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**SECTION 9 - OPERATIONS BY CUSTOMER, AND COMPANY**

- A. Upon request, Customer or Customer's Agent shall furnish to Company, as far in advance as operations permit, estimates of the expected daily, monthly and annual quantities of natural gas required by Customer.
- B. Customer or Customer's Agent and Company shall each use reasonable efforts to deliver, or cause to be delivered, gas at reasonably uniform hourly and daily rates of flow. However, either Party may request the other to change the rates of delivery or receipt. The Party requested to make such changes will do so to the extent that it can without adversely affecting its deliveries of gas to any other Customer or without adversely affecting Company's own gas supply planning.
- C. Company shall deliver volumes for Customer's account concurrently with the receipt of Receipt Volumes to the extent practicable. The Parties recognize that they may be unable to control exactly the quantities of gas received and delivered on any day and that the quantities received by Company may vary from the quantities delivered on any day. Variations shall be kept to the minimum and shall be balanced as soon as practicable. Company shall be under no obligation to accept from Customer or Customer's Agent more gas at any Receipt Point than has been nominated by such Customer or Agent for the Receipt Point for that day.

Effective: December 12 2005  
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September 19, 2016

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**SECTION 10 - POSSESSION OF GAS**

- A. Customer or Customer's Agent shall be in exclusive control and possession of the gas until such has been received by Company at the Point(s) of Receipt.
- B. Company shall be in exclusive control and possession of the gas received from Customer or Customer's Agent hereunder and is responsible for any damage or injury caused thereby until the same has been delivered to Customer at the Point(s) of Delivery. The Point(s) of Delivery of the gas is specified to be the point of division of responsibility between the parties. Thereafter, sole responsibility and liability in relation to the gas shall attach to Customer. Company's responsibility with respect to Customer's gas shall be deemed to be met if Company exercises due diligence in protecting such gas.
- C. Company, Customer, and Customer's Agent all indemnify and hold harmless the other parties individually and collectively for any and all damages, claims, or actions arising out of the maintenance or operation of the other's property or equipment. No party shall indemnify another party for any such damages, claims or actions except where such damages, claims, or actions are a result of gross negligence or willful default by the party, its employees or agents.

**SECTION 11 - PRESSURE**

- A. Company shall use due care and diligence to furnish gas hereunder at such uniform pressure as Customer may request but Company shall not be required to deliver at a pressure exceeding the normal operating pressure at Point of Delivery. Customer shall install, operate and maintain such pressure regulating devices as may be necessary or appropriate to regulate the pressure of the gas after its delivery to Customer.
- B. Customer or Customer's Agent shall tender gas at the Point(s) of Receipt at a pressure sufficient to enter Company's System. Except with the agreement of Company, Customer or Customer's Agent shall not be permitted to tender the gas at any Point of Receipt at a pressure in excess of the pressure specified for that Point of Receipt as set forth in the applicable service agreement.

Effective: December 12 2005  
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**SECTION 12 - LIMITATIONS ON CAPACITY FOR RECEIPTS AND DELIVERIES**

- A. Whenever Company's system is unable, for any reason, to receive or deliver gas to satisfy the needs of all Customers requesting service, Company will reduce deliveries in accordance with Schedule GCP, "Natural Gas Curtailment Plan", found in Company's Natural Gas Tariff.
- B. In the event that a receipt and delivery capability limitation is applicable only to a specific pipeline or area of the system, and the only receipt and delivery reductions required relate to that pipeline or area, then the reductions prescribed above may be limited to such pipeline or area.
- C. Company will use reasonable efforts to give at least four (4) hours notice in advance of the time reductions of takes are to commence. However, when reductions are due to an event of force majeure, Company shall give whatever notice is practicable under the circumstances.
- D. Customer is solely responsible for determining the need for and for maintaining any standby fuel installations.
- E. Interruption of distribution transportation gas service shall be in accordance with the same system of class by class priorities as is applicable to sales Customers under the sales tariffs.

Effective: December 12 2005  
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**SECTION 13 - PENALTY FOR UNAUTHORIZED QUANTITIES TAKEN IN VIOLATION OF SECTION 12**

To the extent that Customer takes gas during a period of total suspension interruption or curtailment or in excess of permitted volumes during a period of partial suspension, interruption or curtailment after four (4) hours notice to the Customer of such total or partial suspension, Customer shall pay a penalty for such takes of gas at the rate of \$20.00 per MMBtu. Such penalty shall be in addition to any other charges for such gas as provided under applicable rate schedule(s). The payment of any such penalty shall not, under any circumstances, be considered as giving any Customer the right to take unauthorized volumes nor shall such payment be considered to exclude or limit any other remedies available to Company or another Customer against the offending Customer for failure to comply with said section. All such penalties shall be collected and retained by Company and shall not be refunded to Customer, except as provided herein.

Company shall not have the right to waive the penalty for taking unauthorized volumes during a period of total or partial suspension under any circumstances, except where such volumes were taken because of a force majeure gas-operating situation of Customer. Such situation shall be deemed to exist when such volumes taken were due to accident or breakage of pipelines, machinery or equipment of Customer, fires, floods, storms, strikes, riots, legal interferences, acts of God or the public enemy, or (without limitation by enumeration) any other cause beyond the reasonable control of Customer; provided, however, Customer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy such situation. Customer shall notify Company at once, by phone or wire, whenever such a force majeure gas-operating situation arises as a result of which Customer proposes to request waiver of the penalty provided for herein and shall furnish proof in writing satisfactory to Company, that such takes were a direct result of such force majeure gas-operating situation.

Effective: December 12 2005  
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Earnest Lehman - Signature of Officer Title

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**SECTION 14 - LIMITATIONS ON OBLIGATIONS**

- A. FORCE MAJEURE. It is expressly agreed that Company shall not be liable on any account whatsoever to Customer or Customer's Agent for any failure, interruption or diminution in delivery of gas hereunder or any act, omission or circumstance occasioned by or in consequence of accident to or breakage of pipelines, equipment or machinery, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, the making of repairs, maintenance, alterations or replacements, strikes, lockouts or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of God or the public enemy, war, legal interferences, orders or requirements of any court of competent authority, government agency, depletion or destruction of gas wells or fields, diminution or failure of, or interference, partial or entire, with Company's natural gas supply, or, and without limitation by the foregoing, any other causes beyond reasonable control of Company. In every case, Company shall exercise diligence to remove any such interference with its delivery of gas and shall resume such delivery at the earliest practicable time.
- B. Customer or Customer's Agent shall not be liable to Company for any failure to receive natural gas hereunder when occasioned by, or in consequence of accident to or breakage of pipelines, equipment or machinery, explosions, landslides, earthquakes, fires, lightning, floods, washouts, freezing, storms, the elements, the making of repairs, alterations or replacements, strikes, lockouts or other industrial disturbances, riots, insurrections, civil disturbances, pestilence, acts of God or the public enemy, war, legal interferences, orders or requirements of any court of competent authority, government agency, or, and without limitation by the foregoing, any other causes beyond reasonable control of Customer or Customer's Agent. Any such cause or contingency exempting Customer or Customer's Agent from liability for non-performance (excepting where prevented by valid orders or requirements of Federal, State or other governmental regulatory bodies having jurisdiction in the premises) shall not relieve Customer of its obligation to pay demand charges or reservation charges or any other amounts owed in accordance with the provisions of the applicable rate schedule. However, Customer's continuing payment obligation does not include the monthly administrative charge for any month in which no service was provided due to force majeure. In every case, Customer and Customer's Agent shall exercise diligence to remove any such interference with its receipt of gas and shall resume such receipt at the earliest practicable time.

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

**A. CUSTOMER RESPONSIBILITY**

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

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**CUSTOMER RESPONSIBILITY (Continued)**

**5. Forms and Notices.**

All executed forms and notices are to be sent to:

Midwest Energy, Inc.  
P.O. Box 898  
1330 Canterbury Road  
Hays, Kansas 67601  
Attention: Energy Transportation Management  
Fax #: 785-625-1487

Company personnel shall provide assistance as necessary to Customer when completing Company forms.

**6. ELECTRONIC FLOW MEASUREMENT (EFM)**

- a. Company shall require the installation of EFM for meters serving transportation accounts with peak deliveries of 5,000 MMBtu at a single location during any of the last twelve (12) billing periods in the event the pipeline upstream of the Company's facilities serving the Customer requires the Company to do daily balancing. Company shall install, operate and own all EFM equipment.
- b. Customer shall reimburse Company for the installed cost of EFM which shall become the sole property of Company. The cost for labor, material, and overhead costs associated with the installation shall be \$3,000. Payment shall be due from the Customer at the time such EFM equipment is installed.
- c. Company shall endeavor to coordinate the installation of all facilities required herein with a customer as soon as practicable following the effective date of this tariff. Company shall notify the customer of its intent to install EFM, as well as the scope and cost thereof.
  - i. Customer shall provide adequate space for installation of EFM
  - ii. Customer shall provide and maintain, at its cost, a dedicated telephone circuit according to Company's EFM Standards. Company and customer shall mutually agree upon electric power and telephone connection location

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**CUSTOMER RESPONSIBILITY (Continued)**

- iii. Customer's acceptance of Company's installation plan shall be assumed unless the Customer declines in writing within 15 days of Company's notice. The Customer shall, within 45 days of acceptance, complete the installation of the required telephone circuit, at the Customer's own expense, after which time the Company shall install EFM equipment
- d. A Customer which declines Company's EFM installation or which does not install and/or maintain an operable dedicated telephone circuit, as required by this tariff, shall be ineligible for Distribution Transportation Service. Company shall notify Customer of the need to install or maintain an operable dedicated telephone circuit and may, 45 days after such notification, disqualify such customer from transportation service.
- e. When an EFM installation includes an electronic correction device, and at a customer's request, Company may provide a data link or contact closure meeting Company's Standards from Company's EFM to customer at the meter site so the customer can receive data with the same type of output signal as Company. At the Customer's request, Company shall inspect and evaluate the Customer's connection during normal Company working hours.
- f. In the event the EFM should fail, uncorrected mechanical readings shall be used to establish the estimated corrected read, except for orifice meter installations where historical data shall be used to estimate billing data.

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**CUSTOMER RESPONSIBILITY (Continued)**

**B. CUSTOMER AGENT'S RESPONSIBILITY**

Company approved Agents shall be allowed to deliver gas to Company's system for a distribution transportation service Customer. An Agent arranging for delivery of gas for a distribution transportation service Customer must receive Company approval prior to delivering gas to Company's system. Agents receiving Company approval and choosing aggregated balancing as described in Section 17-Aggregation and Balancing shall sign Company's Distribution Transportation Service Program Business Practice Agreement and Code of Conduct (Agent Code of Conduct or Code of Conduct).

- 1. Agent Code of Conduct.
  - a. The Company shall establish and maintain a Code of Conduct for Customer Agents on its system.
  - b. The Company shall provide to Customers upon request a copy of the Agent-signed Code of Conduct.

**C. COMPANY'S RESPONSIBILITY.**

- 1. Receipt of Natural Gas. Upon receipt of natural gas for Customer's account, Company shall transport and deliver the thermal equivalent of such gas received for the Customer at receipt point. Company may retain, for line loss and unaccounted for gas, a percentage of the total volume of gas delivered into its system for Customer's account according to the Fuel Reimbursement Quantity of the Company.
- 2. Invoicing. On or about the fifth (5th) working day of each month Company will invoice all Customer accounts that have elected to be on Distribution Transportation Service.

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**SECTION 16 - RATES AND FEES**

- A. Rates for natural gas distribution transportation service will be those of the Company on file with the Kansas Corporation Commission (Commission), subject to change as provided by law. Copies of the Rate Schedules currently in effect may be reviewed by any Customer and/or Agent at the Company's principal places of business, at the Company's Internet site (www.mwenergy.com), or at the Commission where they have been filed of record. When new rates or tariffs are implemented following a rate case, the Company will provide all Customers with general information explaining changes.
- B. A summary of Delivery Rates including monthly Customer charges and other applicable schedules for distribution transportation service is available on the Company's Master Tariff.
- C. Fees charged for special services will be those of the Company on file with the Commission under schedule SFS and subject to change from time to time. In addition, hereinafter additional charges may apply for special services provided outside of regular business hours. These additional charges will be for overtime labor and based on current Company labor agreements. Customers will be notified by the Company, if these additional charges apply and the amount of the charges.

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**SECTION 17 - AGGREGATION AND BALANCING**

- A. **Aggregation.** Customer Agents shall be allowed to aggregate their Customers' usage for purposes of balancing within an Aggregation Area. Company shall establish Aggregation Areas within geographic, operational, administrative, and/or other relevant parameters.
- B. **Balancing.** Daily and monthly volumes of natural gas delivered to a distribution transportation service Customer should, to the extent practicable, match Company's receipts, less any amount for Fuel Reimbursement Quantity. Any difference between receipts and deliveries, less any amount for Fuel Reimbursement Quantity, is an Imbalance. Company is not responsible for eliminating any imbalances in volumes between Customer and any third party. Company is not obligated to deviate from its standard operating and accounting procedures in order to reduce or eliminate any such third party imbalances.
- C. **Negative Imbalance.** A Negative Imbalance occurs when the volume delivered to Customer is in excess of the volume received by Company, less any amount for Fuel Reimbursement Quantity.
- D. **Positive Imbalance.** A Positive Imbalance occurs when the volume received by Company, less any amount for Fuel Reimbursement Quantity, is in excess of volume delivered to the Customer.
- E. **Imbalance Resolutions.** All imbalances beyond the Imbalance Tolerance must be resolved through either Trades or Cashout.
  - 1. **Trades.** Customers and/or Customer's Agent may choose to trade their imbalance with other Customers, Agents and/or Company within the same Aggregation Area and for the same delivery period. However, any trade must result in a reduction of the imbalance of both trading partners. The Company's Imbalance Trade Form must be completed, and Company must receive an Imbalance Trade Form from both trading partners in order for the trade to be valid. The Imbalance Trade Form must be submitted to Company prior to the last working day of the first month following the month in which the imbalance was created. Imbalance Trade Forms may be obtained from Company web page or from the Energy Transportation Management department located at Company's corporate office.

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**SECTION 17 - AGGREGATION AND BALANCING** (Continued)

2. **Imbalance Tolerance.** Customer Agents will be allowed a maximum monthly Imbalance Tolerance volume equal to five percent (5%) of customer's consumption or the Agent's aggregated customers' consumption within the same Aggregation Area for the period in which the imbalance occurred.

Such imbalance tolerance volume, to the extent not otherwise resolved during the month following the month in which the imbalance occurred, will be carried forward into the month following the month in which the imbalance occurred and became part of the current month imbalance.

3. **Cashout.** Imbalances shall be reconciled on a monthly basis between Company and Customer or the Customer's Agent.

For a Negative Imbalance, the Customer or the Customer's Agent shall pay:

- a) No charge for each MMBtu within a tolerance of 5% of actual usage. This volume will be carried over on account to the following month.
- b) 1.3 times the **FOM** Cashout Price for each MMBtu of imbalance volume which is greater than 5% of actual usage.

For a Positive Imbalance, the Customer or the Customer's Agent shall receive:

- a) No charge for each MMBtu within a tolerance of 5% of actual usage. This volume will be carried over on account to the following month.
- b) 0.7 times the **FOM** Cashout Price for each MMBtu of imbalance volume which is greater than 5% of actual usage.

4. **Cashout Price.**

**First of Month (FOM) Index** shall be the average of Southern Star (Tx, Okla, Kan) and, Panhandle Eastern Pipe Line Co. (Tx, Ok Mainline) as published in the first issue of Inside FERC's Gas Market Report for the month in which the imbalance occurred.

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**SECTION 17 - AGGREGATION AND BALANCING** (Continued)

- If a FOM posting is not available for Southern Star (Tx, Okla, Kan), the average of ANR Pipeline Co (Oklahoma), Natural Gas Pipeline Co of America (Midcontinent Zone), and Panhandle Eastern Pipe Line Co. (Tx, Ok Mainline) FOM postings will be used as a replacement for Southern Star (Tx, Okla, Kan) in determining the monthly cashout price. If a FOM is not available for Panhandle Eastern Pipe Line Co. (Tx, Ok Mainline), the average of ANR Pipeline Co (Oklahoma), Natural Gas Pipeline Co of America (Midcontinent Zone), and Southern Star (Tx, Okla, Kan) FOM postings will be used as a replacement for Panhandle Eastern Pipe Line Co. (Tx, Ok Mainline) in determining the monthly cashout price.
- 5. **Prior Period Adjustments (PPA's)** will be resolved in a manner consistent with any initial imbalance resolution.
  - F. **Pipeline Charges for Daily Balancing.** If, as point operator, Company is assessed daily balancing fees, scheduling fees, overrun charges, and/or penalties by the intrastate/interstate pipeline delivering natural gas into Company's distribution facility on behalf of Company and Agents, Company will prorate these fees/charges/penalties between Company and Agents delivering supply from the pipeline into Company's distribution facility. These fees, charges, and/or penalties assessed to Company by pipeline will be prorated on a volumetric basis in proportion to the respective imbalance of each party.
  - G. **Termination.** Any imbalance remaining at the termination of a Customer Agent participating in Company's Distribution Transportation Service program shall be resolved within sixty (60) days of such termination by payment as set out above.
  - H. **Force Majeure Occurrence.** In the event of a force majeure occurrence as defined in Company's tariff, Customer and/or Customer's Agent shall not be relieved from its obligation to make payment of amounts then due or which become due hereunder. If a balancing penalty is a direct consequence of Company's force majeure, Customer and Customer's Agent shall be relieved of such imbalance penalties.

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**SECTION 18 - CRITICAL DAY PLANNING AND NOTICES**

As events occur, Company may request or require Customer or Customer's Agent to take certain actions for reasons of system management to insure compliance with the requirements of the upstream pipeline companies and/or system integrity. Company shall have the right to make these requests or requirements in the form of Daily Operational Bulletins (DOB) or Operational Critical Day (OCD) notices.

**A. Daily Operational Bulletin (DOB)**

**Company's Right to Issue.** Company shall have the right to issue Daily Operational Bulletins (DOBs). A DOB may request an individual Customer or their Agent or all Customers or their Agents to take preemptive or preventive actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system, or to insure compliance with the requirements of the upstream pipeline companies. DOBs will be communicated to affected Customers or their Agents either electronically, by telephone, facsimile or other method agreed upon between Company and Customer or Customer's Agent. Customer or Customer's Agent must provide the Company with a 24-hour contact for DOBs.

**B. Operational Critical Day (OCD)**

**1. Company's Right to Issue.** Company shall have the right to issue Operational Critical Day (OCD) notices. An OCD shall require Customer(s) or their Agent(s) to take immediate actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system, or to insure compliance with the requirements of upstream pipeline companies. Failure to comply with a properly communicated OCD will result in the Customer(s) or their Agent(s) being assessed the penalty charge set forth within this Tariff. OCDs will be communicated as soon as reasonably practical either electronically, by telephone, facsimile or other method agreed upon between the parties. Customer or Customer's Agent must provide the Company with a 24-hour contact for OCDs.

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**SECTION 18 - CRITICAL DAY PLANNING AND NOTICES** (Continued)

2. **Company Notice.** In order to alleviate operating conditions which threaten the integrity or safe operation of the Company's distribution system or interfere with the Company's ability to provide reliable service, the Company shall notify the Customer or Customer's Agent, of the issuance of an OCD. The Company will make their best effort to provide notice of the commencement of an OCD to the Customer or Agent not less than twenty-four (24) hours in advance. Notice of the termination of an OCD may be made at any time, and shall specify the date and time of the termination. OCD notices will contain specific instructions as to the action(s) required of the Customer or Agent. The Customer's Agent shall be responsible for any communication with their Customers that may be necessary for Agent compliance with OCD requirements.
3. **Reasons for an OCD.** The Company may issue OCDs including but not limited to the following reasons:
- a. OCDs may be issued in the Company's sole judgment to:
    - i. Protect the integrity of the Company's gas system;
    - ii. Assure deliveries of gas supplies to all of the Company's sales Customers; or
    - iii. Adhere to the various interstate pipeline companies' balancing or delivery requirements.
  - b. Consistent with the standards set forth, types of circumstances under which the Company may determine to issue an OCD include, but are not limited to:
    - i. Responding to an event of Force Majeure;
    - ii. Accommodating capacity limitations resulting from the need to perform maintenance and/or repairs;
    - iii. Maintaining operational pressures, adequate gas supplies and line pack required to provide an efficient and reliable service;
    - iv. Responding to any event, which the Company believes in its sole judgment, may jeopardize the integrity of its system.

Effective: December 12 2005  
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**SECTION 18 - CRITICAL DAY PLANNING AND NOTICES** (Continued)

- c. In order to address operational reliability the Company will have the authority to direct a Customer or Customer's Agent to adjust daily scheduled volumes to a specified level or to deliver gas to specified receipt point(s) into the Company's distribution system or to receipt points prescribed by upstream pipelines.
  - d. Failure to comply with an OCD will result in the billing of the following charges when the actual daily usage exceeds the daily flowing volume:
    - i. Penalties as defined in the tariff on the difference, and
    - ii. Payment of all other charges incurred by the Company on the date of the OCD that result from the Customer's or Customer Agent's failure to comply with the OCD, including a proportionate share of any pipeline penalties that are incurred by the Company.
  - 4. **Geographic Differences.** The requirements of OCDs shall be as localized as possible. If only discrete segments of the Company's system are affected by operational difficulties, then OCDs shall be limited to those segments of the system. The Company shall lift any effective OCD promptly upon the remedy or cessation of the operating conditions that caused the issuance of the OCD.
- C. Critical Day Penalties**
- 1. **Daily Operational Bulletin (DOB)**  
There will be no penalty associated with the DOB.
  - 2. **Operational Critical Day (OCD)**  
A Customer or Agent that fails to deliver a volume of gas supply equal to the Customer's usage or the aggregated usage of all the Agent's customers in an Aggregation Area for each day of an OCD will be subject to a penalty charge of 1.5 times the daily midpoint stated on Gas Daily's Index for Southern Star (Tx-Okla-Kan) times the MMBtu that is either over or under delivered into the Company's system.

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**SECTION 19 - DELIVERY OF GAS**

It is the intention of Company to make daily delivery of the Customer's or Customer Agent's thermally equivalent volume received, less the Fuel Reimbursement Quantity and adjustments, if any, for prior imbalances. Due to variations in operating conditions, daily and monthly deliveries hereunder by Company may be greater or less than the corresponding receipts of gas hereunder less the applicable Fuel Reimbursement Quantity. Company and Customer or Customer's Agent agree that any excess or deficiency in such receipts, less applicable Fuel Reimbursement Quantity, and deliveries shall be adjusted or corrected as soon as practicable or as otherwise provided under this tariff.

**SECTION 20 - LIABILITY**

- A. If service under this Tariff is interrupted, Company shall not be liable for damages of any kind, including consequential damages, to any Customer or other party except where such damages are a result of gross negligence or willful default by the Company, its employees or agents.
- B. Company shall have the right, without liability to any Customer or other party, to interrupt the transportation, sale, or delivery of gas when necessary to test, alter, modify, enlarge, repair, or maintain any facility, property or appurtenance related to the operation of its pipeline system.

**SECTION 21 - REMEDIES**

- A. Company is not required to perform service under the Distribution Transportation Service on behalf of any Customer or Agent that fails to comply with any and all of the terms and conditions of this Tariff and the applicable rate schedules.
- B. The failure of Customer to timely pay any bill rendered it by Company shall be handled in accordance with the provisions in Section 4 "Billing and Payment" of Company's Natural Gas Terms and Conditions.
- C. No provisions of this Tariff regarding specific remedies shall bar Company, Customer, or Customer's Agent from asserting any other remedy it may have at law or in equity.

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**SECTION 22 - DULY CONSTITUTED AUTHORITIES**

- A. This Tariff and the respective obligations of the parties under the Distribution Transportation Service are subject to present and future valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
- B. The Parties recognize that the rates, terms, and conditions for service hereunder may require change from time to time be changed by appropriate lawful processes, including the filing of changed provisions with the KCC. Company shall be entitled to collect such changed rate from Customer commencing with the effective date of such change. Customer shall be obligated to pay the changed rate, made effective in the manner described above, but nothing herein contained shall prejudice the rights of Customer to contest at any time changes to the charges for the services rendered hereunder by Company.

**SECTION 23 – NOTICES**

Any notice, request, demand, statement or bill provided for in this Tariff and the rate schedules to which they apply, or any notice which Company, Customer, or Customer’s Agent may desire to give to the other, shall be in writing and shall be considered as duly delivered when deposited in the United States mail, postage prepaid and registered, addressed to the Post Office address of Company, Customer, or Agent, or at such other address as each shall designate by formal written notice, except that routine communications (including monthly statements and payments) shall be considered as duly delivered when mailed by either registered or ordinary mail, and except notices pursuant to Section 14 “Limitations on Obligations” may be given orally.

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(Territory to which schedule is applicable)

Index No: 228  
Schedule: DTTC  
Replacing Schedule: GT&C  
Sheet: 1  
which was filed: January 22, 2003

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

Sheet 27 of 28 Sheets

**SECTION 24 - POSSESSION, TITLE AND WARRANTY OF GAS**

- A. Company shall be deemed to be in possession of the gas delivered by Customer or Customer's Agent only from the time it is received by Company for delivery to Customer as provided herein. Customer or Customer's Agent shall be deemed to be in possession of such gas prior to such receipt. Company shall have no responsibility hereunder with respect to such gas before receipt by it or after delivery to Customer. Customer or Customer's Agent shall have no responsibility with respect to such gas while it is deemed hereunder to be in Company's possession.
- B. It is expressly understood that title, or right to acquire title, to all gas delivered by Customer or Customer's Agent to Company for delivery to Customer hereunder shall be held by Customer or Customer's Agent. In no event shall Company take title to gas distributed pursuant to this agreement except as provided in this tariff.
- C. Customer or Customer's Agent hereby warrants that gas delivered to Company hereunder is free and clear of all liens, encumbrances, and claims whatsoever. Customer or Customer's Agent agree to indemnify and hold harmless the Company against any loss or cost incurred by Company on account of such liens, encumbrances and claims whatsoever. Company warrants that at the time of delivery to Customer the gas so delivered hereunder shall be free and clear of all liens, encumbrances, and claims whatsoever resulting from the Company's possession or distribution transportation of gas pursuant to this tariff. Company agrees to indemnify and hold harmless Customer or Customer's Agent against any loss or cost incurred by Customer or Customer's Agent on account of liens, encumbrances or claims resulting from any possession or distribution by Company.

**SECTION 25 - GOVERNMENTAL AUTHORIZATIONS**

- A. Distribution transportation service shall be implemented pursuant to Kansas Corporation Commission (KCC) Regulations.
- B. Distribution transportation service, and all its rates, terms and conditions, shall at all times be subject to modification by order of the KCC upon notice and hearing and a finding of good cause therefore.

Effective: December 12 2005  
Month Day Year  
By: *Earnest A. Lehman* President  
Earnest Lehman - Signature of Officer Title

ADOPTED BY  
MIDWEST ENERGY, INC.  
BOARD OF DIRECTORS  
September 19, 2016

MIDWEST ENERGY, INC.  
(Name of Issuing Utility)  
Company Wide  
(Territory to which schedule is applicable)

Index No: 229  
Schedule: DTTC  
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Sheet: 1  
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No supplement or separate understanding shall modify the tariff as shown hereon.

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**SECTION 26 - ORDER OF PROVISIONS**

The applicable Natural Gas Terms and Conditions of the Company (NGT&C) apply under Distribution Transportation Service. To the extent that the NGT&C are inconsistent with these Distribution Transportation Terms and Conditions (DTTC) or the provisions of a specific Rate Schedule, the provisions of the Rate Schedule shall control first, and the provisions of these DTTC control next.

Effective: December 12 2005  
Month Day Year  
By: *Earnest A. Lehman* President  
Earnest Lehman - Signature of Officer Title

ADOPTED BY  
MIDWEST ENERGY, INC.  
BOARD OF DIRECTORS  
September 19, 2016