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July 3, 2003

Missouri Public Service Commission  
Attn: Secretary of the Commission  
200 Madison Street, Suite 100  
P.O. Box 360  
Jefferson City, MO 65102-0360

Secretary of the Commission:

Attached for filing with the Missouri Public Service Commission on behalf of Aquila, Inc., d/b/a Aquila Networks - L&P ("L&P") and Aquila Networks - MPS ("MPS") are fifteen copies of certain tariff sheets and the information required pursuant to 4 CSR 240-3.030, Minimum Filing Requirements for General Rate Increase Requests. The tariff sheets seek to implement a general rate increase and certain other changes as described in Aquila's direct testimony also being filed herewith. The overall revenue increase proposed for MPS is 19.2% and for L&P is 15.5%. The tariff sheets, listed below, have an issue date of July 3, 2003 and a proposed effective date of August 4, 2003 .

This filing cancels all of L&P's Electric PSC Mo. No. 6, and all of MPS's Electric PSC Mo. No. 2, and replaces them with Aquila Networks Electric PSC Mo. No. 1.

The tariff sheets being filed are as follows:

**Aquila Networks, PSC Mo. No. 1, Electric Rates, Effective August 4, 2003**

Original Title Page  
Original Sheet No. 1 through Original Sheet No. 108

**Aquila Networks, PSC Mo. No. 1, Electric Rules, Effective August 4, 2003**

Original Sheet No. R-1 through Original Sheet No. R-67

**Aquila Networks – L&P, PSC Mo. No. 6, Electric Rates, Canceling All Sheets**

Original Title Page	7 <sup>th</sup> Revised Sheet No. 2	Original Sheet No. 4
1 <sup>st</sup> Revised Sheet No. 0.1	5 <sup>th</sup> Revised Sheet No. 2.1	1 <sup>st</sup> Revised Sheet No. 5
9 <sup>th</sup> Revised Sheet No. 1	Original Sheet No. 3	1 <sup>st</sup> Revised Sheet No. 5.1

**Aquila Networks – L&P, PSC Mo. No. 6, Electric Rates, Canceling All Sheets**

**(Continued)**

1 <sup>st</sup> Revised Sheet No. 5.2	10 <sup>th</sup> Revised Sheet No. 19	5 <sup>th</sup> Revised Sheet No. 25.2
Original Sheet No. 5.21	3 <sup>rd</sup> Revised Sheet No. 20	2 <sup>nd</sup> Revised Sheet No. 25.3
1 <sup>st</sup> Revised Sheet No. 5.3	11 <sup>th</sup> Revised Sheet No. 21	1 <sup>st</sup> Revised Sheet No. 25.4
Original Sheet No. 5.4	4 <sup>th</sup> Revised Sheet No. 22	1 <sup>st</sup> Revised Sheet No. 25.5
Original Sheet No. 5.5	Original Sheet No. 22.01	6 <sup>th</sup> Revised Sheet No. 26
Original Sheet No. 5.6	2 <sup>nd</sup> Revised Sheet No. 22.1	10 <sup>th</sup> Revised Sheet No. 27
Original Sheet No. 5.7	1 <sup>st</sup> Revised Sheet No. 22.2	Original Sheet No. 27.1
8 <sup>th</sup> Revised Sheet No. 6	2 <sup>nd</sup> Revised Sheet No. 22.3	4 <sup>th</sup> Revised Sheet No. 28
1 <sup>st</sup> Revised Sheet No. 7	1 <sup>st</sup> Revised Sheet No. 22.4	4 <sup>th</sup> Revised Sheet No. 28.1
9 <sup>th</sup> Revised Sheet No. 8	1 <sup>st</sup> Revised Sheet No. 22.5	8 <sup>th</sup> Revised Sheet No. 29
2 <sup>nd</sup> Revised Sheet No. 9	Original Sheet No. 22.6	8 <sup>th</sup> Revised Sheet No. 30
8 <sup>th</sup> Revised Sheet No. 10	1 <sup>st</sup> Revised Sheet No. 22.7	9 <sup>th</sup> Revised Sheet No. 31
1 <sup>st</sup> Revised Sheet No. 11	1 <sup>st</sup> Revised Sheet No. 22.8	2 <sup>nd</sup> Revised Sheet No. 32
Original Sheet No. 11.1	Original Sheet No. 22.9	7 <sup>th</sup> Revised Sheet No. 33
5 <sup>th</sup> Revised Sheet No. 11.2	Original Sheet No. 22.91	11 <sup>th</sup> Revised Sheet No.
8 <sup>th</sup> Revised Sheet No. 12	Original Sheet No. 22.92	33.5(a)
3 <sup>rd</sup> Revised Sheet No. 13	Original Sheet No. 22.93	Original Sheet No. 33.5(b)
11 <sup>th</sup> Revised Sheet No. 14	Original Sheet No. 22.94	Original Sheet No. 33.5(c)
5 <sup>th</sup> Revised Sheet No. 15	6 <sup>th</sup> Revised Sheet No. 23	Original Sheet No. 33.5(d)
7 <sup>th</sup> Revised Sheet No. 16	5 <sup>th</sup> Revised Sheet No. 24	Original Sheet No. 33.5(e)
1 <sup>st</sup> Revised Sheet No. 17	3 <sup>rd</sup> Revised Sheet No. 25	Original Sheet No. 33.5(f)
8 <sup>th</sup> Revised Sheet No. 18	5 <sup>th</sup> Revised Sheet No. 25.1	Original Sheet No. 33.5(g)

**Aquila Networks – L&P, PSC Mo. No. 6, Electric Rules, Canceling All Sheets**

2 <sup>nd</sup> Revised Sheet No. 34	2 <sup>nd</sup> Revised Sheet No. 39.1	2 <sup>nd</sup> Revised Sheet No. 44
2 <sup>nd</sup> Revised Sheet No. 35	2 <sup>nd</sup> Revised Sheet No. 39.2	2 <sup>nd</sup> Revised Sheet No. 45
2 <sup>nd</sup> Revised Sheet No. 36	4 <sup>th</sup> Revised Sheet No. 39.3	2 <sup>nd</sup> Revised Sheet No. 46
2 <sup>nd</sup> Revised Sheet No. 37	8 <sup>th</sup> Revised Sheet No. 40	2 <sup>nd</sup> Revised Sheet No. 47
Original Sheet No. 37.1	2 <sup>nd</sup> Revised Sheet No. 41	1 <sup>st</sup> Revised Sheet No. 48
2 <sup>nd</sup> Revised Sheet No. 38	2 <sup>nd</sup> Revised Sheet No. 42	Original Sheet No. 48.1
5 <sup>th</sup> Revised Sheet No. 39	2 <sup>nd</sup> Revised Sheet No. 43	1 <sup>st</sup> Revised Sheet No. 49

**Aquila Networks – L&P, PSC Mo. No. 6, Electric Rules, Canceling All Sheets**

**(Continued)**

1 <sup>st</sup> Revised Sheet No. 50	2 <sup>nd</sup> Revised Sheet No. 56	Original Sheet No. 63
2 <sup>nd</sup> Revised Sheet No. 51	2 <sup>nd</sup> Revised Sheet No. 57	Original Sheet No. 64
1 <sup>st</sup> Revised Sheet No. 51.1	3 <sup>rd</sup> Revised Sheet No. 58	Original Sheet No. 65
1 <sup>st</sup> Revised Sheet No. 52	1 <sup>st</sup> Revised Sheet No. 58.1	Original Sheet No. 66
1 <sup>st</sup> Revised Sheet No. 53	1 <sup>st</sup> Revised Sheet No. 59	3 <sup>rd</sup> Revised Sheet No. 67
1 <sup>st</sup> Revised Sheet No. 53.1	1 <sup>st</sup> Revised Sheet No. 60	3 <sup>rd</sup> Revised Sheet No. 68
2 <sup>nd</sup> Revised Sheet No. 54	1 <sup>st</sup> Revised Sheet No. 61	1 <sup>st</sup> Revised Sheet No. 69
2 <sup>nd</sup> Revised Sheet No. 55	1 <sup>st</sup> Revised Sheet No. 62	

**Aquila Networks – MPS, PSC Mo. No. 2, Electric Rates, Canceling All Sheets**

Original Title Page	4 <sup>th</sup> Revised Sheet No. 13	4 <sup>th</sup> Revised Sheet No. 34
Original Sheet No. 0.1	1 <sup>st</sup> Revised Sheet No. 14	3 <sup>rd</sup> Revised Sheet No. 35
13 <sup>th</sup> Revised Sheet No. 1	3 <sup>rd</sup> Revised Sheet No. 15	3 <sup>rd</sup> Revised Sheet No. 36
Original Sheet No. 1.1	3 <sup>rd</sup> Revised Sheet No. 16	5 <sup>th</sup> Revised Sheet No. 37
Original Sheet No. 1.2	3 <sup>rd</sup> Revised Sheet No. 17	3 <sup>rd</sup> Revised Sheet No. 37.1
Original Sheet No. 1.3	1 <sup>st</sup> Revised Sheet No. 18	8 <sup>th</sup> Revised Sheet No. 38
Original Sheet No. 1.4	4 <sup>th</sup> Revised Sheet No. 19	2 <sup>nd</sup> Revised Sheet No. 39
Original Sheet No. 1.5	1 <sup>st</sup> Revised Sheet No. 20	3 <sup>rd</sup> Revised Sheet No. 40
Original Sheet No. 1.6	4 <sup>th</sup> Revised Sheet No. 21	3 <sup>rd</sup> Revised Sheet No. 41
Original Sheet No. 1.7	4 <sup>th</sup> Revised Sheet No. 22	1 <sup>st</sup> Revised Sheet No. 42
Original Sheet No. 1.8	4 <sup>th</sup> Revised Sheet No. 23	3 <sup>rd</sup> Revised Sheet No. 43
4 <sup>th</sup> Revised Sheet No. 2	3 <sup>rd</sup> Revised Sheet No. 24	5 <sup>th</sup> Revised Sheet No. 44
4 <sup>th</sup> Revised Sheet No. 3	3 <sup>rd</sup> Revised Sheet No. 25	4 <sup>th</sup> Revised Sheet No. 44.1
4 <sup>th</sup> Revised Sheet No. 4	4 <sup>th</sup> Revised Sheet No. 26	2 <sup>nd</sup> Revised Sheet No. 45
2 <sup>nd</sup> Revised Sheet No. 5	3 <sup>rd</sup> Revised Sheet No. 27	1 <sup>st</sup> Revised Sheet No. 46
4 <sup>th</sup> Revised Sheet No. 6	3 <sup>rd</sup> Revised Sheet No. 28	1 <sup>st</sup> Revised Sheet No. 47
2 <sup>nd</sup> Revised Sheet No. 7	3 <sup>rd</sup> Revised Sheet No. 29	2 <sup>nd</sup> Revised Sheet No. 48
1 <sup>st</sup> Revised Sheet No. 8	4 <sup>th</sup> Revised Sheet No. 30	4 <sup>th</sup> Revised Sheet No. 49
4 <sup>th</sup> Revised Sheet No. 9	4 <sup>th</sup> Revised Sheet No. 31	2 <sup>nd</sup> Revised Sheet No. 50
4 <sup>th</sup> Revised Sheet No. 10	3 <sup>rd</sup> Revised Sheet No. 32	1 <sup>st</sup> Revised Sheet No. 51
1 <sup>st</sup> Revised Sheet No. 11	1 <sup>st</sup> Revised Sheet No. 33	1 <sup>st</sup> Revised Sheet No. 52
4 <sup>th</sup> Revised Sheet No. 12	3 <sup>rd</sup> Revised Sheet No. 33.1	1 <sup>st</sup> Revised Sheet No. 53

**Aquila Networks – MPS, PSC Mo. No. 2, Electric Rates, Canceling All Sheets**

**(Continued)**

1 <sup>st</sup> Revised Sheet No. 54	3 <sup>rd</sup> Revised Sheet No. 62	1 <sup>st</sup> Revised Sheet No. 70
1 <sup>st</sup> Revised Sheet No. 55	3 <sup>rd</sup> Revised Sheet No. 63	1 <sup>st</sup> Revised Sheet No. 71
2 <sup>nd</sup> Revised Sheet No. 56	Original Sheet No. 64	1 <sup>st</sup> Revised Sheet No. 72
2 <sup>nd</sup> Revised Sheet No. 57	1 <sup>st</sup> Revised Sheet No. 65	1 <sup>st</sup> Revised Sheet No. 73
2 <sup>nd</sup> Revised Sheet No. 58	1 <sup>st</sup> Revised Sheet No. 66	1 <sup>st</sup> Revised Sheet No. 74
2 <sup>nd</sup> Revised Sheet No. 59	1 <sup>st</sup> Revised Sheet No. 67	Original Sheet No. 75
2 <sup>nd</sup> Revised Sheet No. 60	2 <sup>nd</sup> Revised Sheet No. 68	Original Sheet No. 76
3 <sup>rd</sup> Revised Sheet No. 61	Original Sheet No. 69	1 <sup>st</sup> Revised Sheet No. 77

**Aquila Networks – MPS, PSC Mo. No. 2, Electric Rules, Canceling All Sheets**

3 <sup>rd</sup> Revised Sheet No. R-1	1 <sup>st</sup> Revised Sheet No. R-21
4 <sup>th</sup> Revised Sheet No. R-2	1 <sup>st</sup> Revised Sheet No. R-22
2 <sup>nd</sup> Revised Sheet No. R-2.1	1 <sup>st</sup> Revised Sheet No. R-23
1 <sup>st</sup> Revised Sheet No. R-3	3 <sup>rd</sup> Revised Sheet No. R-24
2 <sup>nd</sup> Revised Sheet No. R-4	2 <sup>nd</sup> Revised Sheet No. R-25
2 <sup>nd</sup> Revised Sheet No. R-5	2 <sup>nd</sup> Revised Sheet No. R-26
2 <sup>nd</sup> Revised Sheet No. R-6	2 <sup>nd</sup> Revised Sheet No. R-27
3 <sup>rd</sup> Revised Sheet No. R-7	2 <sup>nd</sup> Revised Sheet No. R-28
2 <sup>nd</sup> Revised Sheet No. R-8	2 <sup>nd</sup> Revised Sheet No. R-29
1 <sup>st</sup> Revised Sheet No. R-8.1	1 <sup>st</sup> Revised Sheet No. R-30
2 <sup>nd</sup> Revised Sheet No. R-9	1 <sup>st</sup> Revised Sheet No. R-31
1 <sup>st</sup> Revised Sheet No. R-10	1 <sup>st</sup> Revised Sheet No. R-32
1 <sup>st</sup> Revised Sheet No. R-11	1 <sup>st</sup> Revised Sheet No. R-33
1 <sup>st</sup> Revised Sheet No. R-12	1 <sup>st</sup> Revised Sheet No. R-34
1 <sup>st</sup> Revised Sheet No. R-13	3 <sup>rd</sup> Revised Sheet No. R-35
1 <sup>st</sup> Revised Sheet No. R-14	3 <sup>rd</sup> Revised Sheet No. R-36
2 <sup>nd</sup> Revised Sheet No. R-15	3 <sup>rd</sup> Revised Sheet No. R-37
1 <sup>st</sup> Revised Sheet No. R-16	Original Sheet No. R-37.1
1 <sup>st</sup> Revised Sheet No. R-17	Original Sheet No. R-37.2
1 <sup>st</sup> Revised Sheet No. R-18	Original Sheet No. R-37.3
1 <sup>st</sup> Revised Sheet No. R-19	1 <sup>st</sup> Revised Sheet No. R-37.4
1 <sup>st</sup> Revised Sheet No. R-20	Original Sheet No. R-37.5

**Aquila Networks – MPS, PSC Mo. No. 2, Electric Rules, Canceling All Sheets**

**(Continued)**

1 <sup>st</sup> Revised Sheet No. R-37.6	1 <sup>st</sup> Revised Sheet No. R-46
Original Sheet No. R-37.7	1 <sup>st</sup> Revised Sheet No. R-47
1 <sup>st</sup> Revised Sheet No. R-38	3 <sup>rd</sup> Revised Sheet No. R-48
2 <sup>nd</sup> Revised Sheet No. R-39	2 <sup>nd</sup> Revised Sheet No. R-49
4 <sup>th</sup> Revised Sheet No. R-40	1 <sup>st</sup> Revised Sheet No. R-49.1
3 <sup>rd</sup> Revised Sheet No. R-41	1 <sup>st</sup> Revised Sheet No. R-49.2
1 <sup>st</sup> Revised Sheet No. R-42	2 <sup>nd</sup> Revised Sheet No. R-50
1 <sup>st</sup> Revised Sheet No. R-43	1 <sup>st</sup> Revised Sheet No. R-51
1 <sup>st</sup> Revised Sheet No. R-44	1 <sup>st</sup> Revised Sheet No. R-52
1 <sup>st</sup> Revised Sheet No. R-45	1 <sup>st</sup> Revised Sheet No. R-53

Under the revised rate schedules filed herewith, the monthly billing for an MPS residential customer using 1,000 kwh per month would increase approximately \$13.25. The monthly billing for an L&P residential customer using 1000 kwh per month would increase approximately \$8.95.

The primary reason for this filing is to recover the higher prices of fuel used to generate power, loss of the opportunity to sell power to potential off-system customers, the investment in system improvements that are required to provide safe and reliable service to Aquila's Missouri electric customers and increased funding required for the employee pension plans.

Also enclosed for filing with the Commission, please find an original and eight copies of the information required pursuant to 4 CSR 240-2.065 (1), consisting of the direct testimony and schedules of the following Aquila witnesses:

Keith G. Stamm	John C. Browning	Donald A. Murry
Lisa A. Starkebaum	Richard O. Clayburn	H. Davis Rooney
Susan K. Braun	Randall D. Erickson	Vern J. Siemek
Beverlee R. Agut	Ronald A. Klote	Eric L. Watkins
Jerry. G. Boehm	Stephanie A. Murphy	Ronald E. White
		J. Matt Tracy

Please note that Mr. White's testimony and schedules include depreciation studies for MPS and L&P electric and common plant, and Aquila corporate plant. The databases for the

Page 6  
July 3, 2003

depreciation studies and property unit catalog have been provided to the Missouri Public Service Commission Staff.

Sincerely,

Dennis R. Williams  
Regulatory Services

Enclosures

cc: Office of the Public Counsel (2)

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE  
OF MISSOURI

INFORMATION FILED IN ACCORDANCE WITH  
4 CSR-240-3.030 MINIMUM FILING REQUIREMENTS

FOR  
AQUILA, INC. d/b/a AQUILA NETWORKS – MPS AND AQUILA  
NETWORKS – L&P

INFORMATION FILED IN ACCORDANCE WITH  
4 CSR-240-3.030 (3) (B) 1

ITEM 1 – AGGREGATE ANNUAL INCREASE

The aggregate annual increase over current revenues which the tariffs propose is \$65,000,000 for Aquila Networks – MPS, an overall increase of 19.2% on a Pro Forma Basis. The annual increase which the tariffs propose is \$14,639,146 for Aquila Networks – L&P, an overall increase of 15.5% on a Pro Forma Basis.



INFORMATION FILED IN ACCORDANCE WITH  
4 CSR-240-3.030 (3) (B) 2

ITEM 2 – NAMES OF COUNTIES AND COMMUNITIES AFFECTED BY PROPOSED  
ELECTRIC RATE INCREASE

COUNTIES FOR AQUILA NETWORKS - MPS

**PAGE 1 OF 3**

Barton	Harrison
Bates	Henry
Benton	Jackson
Buchanan	Johnson
Carroll	Lafayette
Cass	Mercer
Cedar	Pettis
Clay	Platte
Clinton	Ray
Dade	St. Clair
Daviess	Vernon
Grundy	

COUNTIES FOR AQUILA NETWORKS – L&P

Andrew	Gentry
Atchison	Holt
Buchanan	Nodaway
Clinton	Platte
DeKalb	Worth

INFORMATION FILED IN ACCORDANCE WITH  
4 CSR-240-3.030 (3) (B) 2

ITEM 2 – NAMES OF COUNTIES AND COMMUNITIES AFFECTED BY PROPOSED  
ELECTRIC RATE INCREASE

PAGE 2 OF 3

COMMUNITIES AQUILA NETWORKS - MPS

Adrian	Edgerton	Lamar Heights	Osceola
Amoret	Edinburg	La Monte	Peculiar
Amsterdam	Farley	Laredo	Platte City
Appleton City	Faucett	Latour	Pleasant Hill
Archie	Ferrelview	Lee's Summit	Raymore
Bates City	Fleming	Leeton	Raytown
Belton	Foster	Levasy	Richards
Blairstown	Freeman	Lexington	Richmond
Blue Springs	Garden City	Liberty	Ridgeway
Blythedale	Glenaire	Lincoln	Rockville
Brimson	Grain Valley	Lock Springs	Roscoe
Bronaugh	Grandview	Lone Jack	Schell City
Brownington	Grayson	Lowry City	Sedalia
Buckner	Green Ridge	Martinsville	Sheldon
Burgess	Greenwood	Merwin	Sibley
Cainsville	Gunn City	Metz	Smithville
Calhoun	Hannon	Milford	Spickard
Camden	Hardin	Mill Grove	Strasburg
Camden Point	Harrisonville Rural	Milo	Swanwick
Centerview	Harwood	Missouri City	Tarsney Lake
Chilhowee	Henrietta	Modena	Tindall
Chula	Holden	Montrose	Tracy
Clinton	Horton	Montserrat	Trenton
Cole Camp	Hume	Moundville	Trimble
Concordia	Iantha	Mt. Moriah	Unity
Creighton	Ionia	Myrick	Urich
Dearborn	Irwin	Napoleon	Walker
Deepwater	Jamesport	Nashua	Warrensburg
Deerfield	Jerico Springs	Nevada	Warsaw
Dover	Kansas City	New Hampton	Waterloo
Drexel	Kingsville	New Market	Wellington
Dunlap	Knob Noster	Norborne	Weston
Eagleville	Lake Lotawana	Oak Grove	Windsor
East Lynne	Lake Tapawingo	Orrick	Worland
	Lake Winnebago		

INFORMATION FILED IN ACCORDANCE WITH  
4 CSR-240-3.030 (3) (B) 2

ITEM 2 – NAMES OF COUNTIES AND COMMUNITIES AFFECTED BY PROPOSED  
ELECTRIC RATE INCREASE

PAGE 3 OF 3

COMMUNITIES AQUILA NETWORKS – L&P

Agency	Denver	King City	San Antonio
Allendale	Elmo	Langdon	Savannah
Amazonia	Fairfax	Lewis & Clark	Sheridan
Arkoe	Fillmore	Maitland	Skidmore
Armour	Flag Springs	Maryville	South Blanchard
Barnard	Forbes	Maxwell Hgts.	St. Joseph
Bean Lake	Forest City	Mound City	Stewartsville
Bigelow	Fortescue	New Point	Sugar Lake
Bolckow	Gentry	Nodaway	Tarkio
Burlington Junction	Gower	Oregon	Union Star
Clarksdale	Graham	Parnell	Wallace
Cleaermont	Grant City	Phelps City	Watson
Clyde	Guiford	Pickering	Westboro
Conception	Halls	Quitman	Whitesville
Conception Junction	Helena	Ravenwood	Wilcox
Cosby	Hemple	Rea	Winthrop
Country Club	Hopkins	Rochester	Worth
Craig	Iatan	Rosendale	Wyeth
DeKalb	Isadora	Rushville	

INFORMATION FILED IN ACCORDANCE WITH  
4 CSR-240-3.030 (3) (B) 3

ITEM 3 – NUMBER OF CUSTOMERS AFFECTED BY PROPOSED ELECTRIC RATE INCREASE

Page 1 of 2

<u>Rate</u>	<u>Aquila Networks – MPS Number of Customers December 31, 2002</u>
Residential General Use	146,936
Residential Electric Space Heating	42,051
Small General Service	25,389
Large General Service	1,081
Large Power Service	131
School and Church Service	952
Municipal Water Pumping	190
Municipal Parks & Recreation	293
Street and Private Area Lighting	1,262
Thermal Energy Storage	1
Real Time Pricing	7
Special Contract	2
Interdepartmental	<u>18</u>
Total	218,313

ITEM 3 – NUMBER OF CUSTOMERS AFFECTED BY PROPOSED ELECTRIC RATE INCREASE

Page 2 of 2

<u>Rate</u>	Aquila Networks – L&P <u>Number of Customers</u> <u>December 31, 2002</u>
Residential General Use	33,274
Residential Electric Space Heating	14,045
Residential Electric Water Heating	7,082
Residential Other Use	1,534
Residential Space/Water Heater-Separate Meter	100
General Service- Limited Demand	3,190
General Service- General Use	1,407
General Service- Limited Demand Space Heating	280
General Service- with Space Heating	601
General Service- Churches & Schools	313
Large General Services	1,083
Large Power Services	59
Non-Residential Space/Water Heater-Separate Meter	107
Street and Private Area Lighting	872
Interdepartmental	<u>1</u>
Total	63,948

INFORMATION FILED IN ACCORDANCE WITH  
4 CSR-240-3.030 (3) (B) 4

**Page 1 of 2**

ITEM 4 – The average increase in dollars and the percentages over the current rate for all customer classifications base on 2002 projected sales are as follows:

Line No.	Sheet No. (A)	Schedule No. (B)	Annualized Revenue (C)	Proposed Revenue (D)	Proposed Increase	
					Amount (E)	Percent (F)
Aquila Networks - L&P						
1	18	MO910	\$20,079,244	\$23,401,638	\$3,322,394	16.5%
2	19	MO920	\$13,791,123	\$16,073,059	\$2,281,936	16.5%
3	20	MO913	\$5,048,219	\$5,883,518	\$835,299	16.5%
4	21	MO915	\$482,540	\$562,383	\$79,843	16.5%
5	22	MO922	\$24,680	\$28,764	\$4,084	16.5%
6	23	MO930	\$1,961,643	\$2,286,225	\$324,582	16.5%
7	24	MO931	\$3,004,973	\$3,502,188	\$497,215	16.5%
8	25	MO932	\$326,866	\$380,951	\$54,085	16.5%
9	26	MO933	\$1,249,427	\$1,456,162	\$206,735	16.5%
10	27	MO934	\$414,120	\$482,642	\$68,522	16.5%
11	28	MO941	\$135,383	\$157,784	\$22,401	16.5%
12	29	MO940	\$17,075,418	\$19,900,787	\$2,825,369	16.5%
13	31	MO944	\$22,531,264	\$26,259,380	\$3,728,116	16.5%
14	35	TOU	\$0	\$0	\$0	16.5%
15	41-50	LITES	\$2,069,000	\$2,411,345	\$342,345	16.5%
16		Other Rev.	\$6,075,204	\$6,121,424	\$46,220	0.8%
17		<b>SUBTOTAL</b>	<b>\$94,269,104</b>	<b>\$108,908,250</b>	<b>\$14,639,146</b>	<b>15.5%</b>
Aquila Networks - MPS						
18	51	MO860	\$116,960,501	\$141,761,138	\$24,800,637	21.2%
19	52	MO870	\$46,290,188	\$56,105,691	\$9,815,503	21.2%
20	53	MO710	\$8,739,965	\$10,593,212	\$1,853,247	21.2%
21	54	MO711	\$36,768,462	\$44,564,951	\$7,796,489	21.2%
22	54	MO716	\$58,894	\$71,382	\$12,488	21.2%
23	56	MO720	\$38,010,638	\$46,070,522	\$8,059,884	21.2%
24	57	MO725	\$1,558,094	\$1,888,477	\$330,383	21.2%
25	59	MO730	\$22,656,025	\$27,460,073	\$4,804,048	21.2%
26	60	MO735	\$21,011,799	\$25,467,201	\$4,455,402	21.2%
27	62	MO740	\$3,295,231	\$3,993,961	\$698,730	21.2%
28	62	MO745	\$10,786	\$13,073	\$2,287	21.2%
29	64	MO800	\$500,306	\$606,392	\$106,086	21.2%
30	65	MO810	\$203,700	\$246,893	\$43,193	21.2%
31	65	MO811	\$208,355	\$252,535	\$44,180	21.2%
32	66-68	TOD	\$0	\$0	\$0	21.2%
33	70-72,79-80	SC	\$523,426	\$634,414	\$110,989	21.2%
34	74	RTP	\$3,546,914	\$4,299,012	\$752,098	21.2%
35	88-95	LITES	\$5,045,492	\$6,115,352	\$1,069,860	21.2%
36		Other Rev.	\$32,601,920	\$32,846,417	\$244,497	0.7%
37		<b>SUBTOTAL</b>	<b>\$337,990,694</b>	<b>\$402,990,695</b>	<b>\$65,000,000</b>	<b>19.2%</b>

1

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3

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Aquila Networks - L&P and Aquila Networks - MPS

38	99-100	CDR	\$0	\$0	\$0	16.5%	<sup>5</sup>
39	102	MO700	\$0	\$0	\$0	0.0%	
40	103-104	SIGP	\$0	\$0	\$0	21.2%	<sup>6</sup>
41		SUBTOTAL	\$0	\$0	\$0		
42		TOTAL	\$432,259,798	\$511,898,945	\$79,639,146	18.4%	

<sup>1</sup> All components increased 16.5%

<sup>2</sup> Includes rates MO600, MO610, MO620, MO630, MO640; all components increased by 21.2%

<sup>3</sup> Includes rates MO650, MO660, MO919, and MO950

<sup>4</sup> Customer charge increase = 21.2%, kWh at Real-Time Prices

<sup>5</sup> All components increased 16.5%; revenue included in other L&P rates

<sup>6</sup> All components increased by 21.2%

INFORMATION FILED IN ACCORDANCE WITH  
4 CSR-240-3.030 (3) (B) 5

ITEM 5. The proposed annual aggregate change by general categories of service and by rate classification within each general category of service including dollar amounts and percentage of change in revenues from current rates.

Line No.	Category (A)	Annualized	Proposed	Proposed Increase	
		Present Revenue (C)	Revenue (D)	Amount (E)	Percent (F)
Aquila Networks - L&P					
1	Residential	\$39,425,806	\$45,949,362	\$6,523,556	16.5%
2	Small General Service	\$7,092,412	\$8,265,952	\$1,173,540	16.5%
3	Large General Service	\$17,075,418	\$19,900,787	\$2,825,369	16.5%
4	Large Power Service	\$22,531,264	\$26,259,380	\$3,728,116	16.5%
5	Street & Area Lights	\$2,069,000	\$2,411,345	\$342,345	16.5%
6	Other	\$0	\$0	\$0	
7	Other Revenue	\$6,075,204	\$6,121,424	\$46,220	0.8%
8	Total Revenue	\$94,269,104	\$108,908,250	\$14,639,146	15.5%
Aquila Networks - MPS					
9	Residential	\$163,250,689	\$197,866,829	\$34,616,140	21.2%
10	Small General Service	\$45,567,321	\$55,229,545	\$9,662,224	21.2%
11	Large General Service	\$39,568,732	\$47,958,998	\$8,390,266	21.2%
12	Large Power Service	\$43,667,824	\$52,927,273	\$9,259,449	21.2%
13	Street & Area Lights	\$5,045,492	\$6,115,352	\$1,069,860	21.2%
14	Other	\$8,288,717	\$10,046,280	\$1,757,563	21.2%
15	Other Revenue	\$32,601,920	\$32,846,417	\$244,497	0.7%
16	Total Revenue	\$337,990,694	\$402,990,695	\$65,000,000	19.2%
Aquila Networks - L&P and Aquila Networks - MPS					
17	Other Rates	\$0	\$0	\$0	
18	Total Revenue	\$0	\$0	\$0	
19	Total Revenue	\$432,259,798	\$511,898,945	\$79,639,146	18.4%



INFORMATION FILED IN ACCORDANCE WITH  
4 CSR-240-3.030 (3) (B) 6

ITEM 6 – PRESS RELEASE

INFORMATION FILED IN ACCORDANCE WITH  
4 CSR-240-3.030 (3) (B) 7

ITEM 7 – SUMMARY OF REASONS FOR THE PROPOSED CHANGES

The proposed changes represent a general rate increase request. The need for an increase in rates is primarily caused by higher costs for natural gas needed to generate electricity; recovery of capital investments made to provide electric service to customers; loss of the opportunity to sell power to potential off-system customers; costs associated with the proper funding of employee pension plans; and other costs necessary to provide safe and reliable electricity to customers.



P.S.C. MO. No. 1

AQUILA, INC.  
d/b/a AQUILA NETWORKS,  
AQUILA NETWORKS – L&P,  
And AQUILA NETWORKS – MPS

# SCHEDULE OF RATES FOR ELECTRICITY

APPLYING TO THE FOLLOWING TERRITORY

All Territory of  
Aquila Networks – L&P  
And  
Aquila Networks – MPS

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS  
**KANSAS CITY, MO 64138**TABLE OF CONTENTS  
ELECTRIC

Rate schedules are applicable to territory as noted in headers.

<u>Type of Service</u>	<u>Schedule</u>	<u>Sheet No.</u>
TABLE OF CONTENTS .....	---	1
DESCRIPTION OF SERVICE TERRITORY		
Aquila Networks – L&P .....	---	3
Aquila Networks – MPS .....	---	9
RATES: AQUILA NETWORKS – L&P		
<u>Residential Service</u>		
General Use .....	MO910, MO911	18
Electric Space Heating .....	MO920, MO921	19
Electric Water Heating .....	MO913, MO914	20
Other Use .....	MO915	21
Space Heating / Water Heating – Separate Meter <b>Frozen</b> .....	MO922	22
<u>General Service</u>		
Limited Demand .....	MO930	23
General Use .....	MO931	24
Limited Demand Electric Space Heating .....	MO932	25
Electric Space Heating .....	MO933	26
Churches & Schools .....	MO934	27
Space Heating / Water Heating – Separate Meter <b>Frozen</b> .....	MO941	28
Large General Service .....	MO940	29
Large Power Service .....	MO944	31
Primary Discount Rider .....	---	34
Optional Time-of-Use Adjustment Rider .....	---	35
Economic Development Rider .....	---	37
<u>Lighting</u>		
Municipal Street Lighting .....	---	41
Street Lighting & Traffic Signals .....	---	43
Private Area Lighting .....	---	47
Outdoor Night Lighting .....	---	50
RATES: AQUILA NETWORKS – MPS		
Residential Service .....	MO860, MO870	51
Small General Service .....	MO710, MO711, MO716	53
Large General Service .....	MO720, MO725	56
Large Power Service .....	MO730, MO735	59
School And Church Service <b>Frozen</b> .....	MO740, MO745	62
Municipal Water Pumping And Special Street Lighting Service <b>Frozen</b> .....	MO800	64
Municipal Park And Recreation Service <b>Frozen</b> .....	MO810, MO811	65

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS  
**KANSAS CITY, MO 64138**

TABLE OF CONTENTS (Continued) ELECTRIC
-------------------------------------------

<u>Type of Service</u>	<u>Schedule</u>	<u>Sheet No.</u>
RATES: AQUILA NETWORKS – MPS (Continued)		
<u>Time-of-Day</u>		
Residential Service Time-Of-Day .....	MO600.....	66
General Service Time-Of-Day .....	MO610, MO620, MO630, MO640 ...	67
Thermal Energy Storage Pilot Program .....	MO650, MO660 .....	70
Special Contract - Modine Manufacturing Company.....	MO919.....	72
Real-Time Price Program.....	---	73
Special Contract Rate .....	---	78
Economic Development Rider.....	---	83
<u>Lighting</u>		
Municipal Street Lighting Service .....	---	88
Private Area Lighting Service .....	---	91
Special Rules and Regulations .....	---	94
Non-Standard Street and Area Light Facilities .....	---	95
RATES: AQUILA NETWORKS – L&P AND AQUILA NETWORKS – MPS		
Voluntary Load Reduction Rider .....	---	96
Curtailed Demand Rider .....	---	99
Cogeneration Purchase Schedule .....	MO700.....	102
Special Isolated Generating Plant Electric Service .....	---	103
Municipal Underground Cost Recovery Rider .....	---	105
Tax And License Rider.....	---	108

## STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1Original Sheet No. 3

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – L&P  
ELECTRIC

Aquila Networks – L&P serves the following cities, towns, and communities, together with the immediate environs of such locations, and all intervening rural territory, except the areas served by other electric utilities.

Andrew County

Amazonia  
Bolckow  
Cosby  
Country Club  
Fillmore  
Flag Springs  
Helena  
Nodaway  
Rea  
Rochester  
Rosendale  
Savannah  
Whitesville  
Wyeth

Atchison County

Fairfax  
Langdon  
Phelps City  
South Blanchard  
Tarkio  
Watson  
Westboro

Buchanan County

Agency  
Armour  
DeKalb  
Halls  
Lewis & Clark  
Maxwell Hgts.  
Rushville  
St. Joseph  
San Antonio  
Sugar Lake  
Wallace  
Winthrop

Clinton County

Gower  
Hemple

DeKalb County

Clarksdale  
Stewartsville  
Union Star

Gentry County

Gentry  
King City

Holt County

Bigelow  
Craig  
Forbes  
Forest City  
Fortescue  
Maitland  
Mound City  
New Point  
Oregon

Nodaway County

Arkoe  
Barnard  
Burlington Junction  
Clearmont  
Clyde  
Conception  
Conception Junction  
Elmo  
Graham  
Guilford  
Hopkins  
Maryville  
Parnell  
Pickering  
Quitman  
Ravenwood  
Skidmore  
Wilcox

Platte County

Bean Lake  
Iatan

Worth County

Allendale  
Denver  
Grant City  
Isadora  
Sheridan  
Worth

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – L&P  
ELECTRIC**Andrew County**

All of Andrew County in its entirety

**Atchison County**

All of Atchison County in its entirety

**Buchanan County**

All of Buchanan County in its entirety

**Clinton County**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
55N	32W	3 - 10, 15 - 19
55N	33W	1 - 3, 10 - 15, 22 - 24
56N	32W	1 - 10, 15 - 22, 27 - 34
56N	33W	1 - 3, 10 - 15, 22 - 27, 34 - 36
57N	32W	19 - 36
57N	33W	22 - 27, 34 - 36

**DeKalb County**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
57N	32W	1 - 18
57N	33W	1 - 3, 10 - 15
58N	32W	5 - 8, 16 - 22, 26 - 36
58N	33W	1 - 3, 10 - 15, 22 - 27, 34 - 36
59N	32W	4 - 8, 17 - 20, 29 - 32
59N	33W	1 - 3, 10 - 15, 22 - 27, 34 - 36
60N	31W	7, 8, 18, 19
60N	32W	7 - 34
60N	33W	10 - 15, 22 - 27, 34 - 36

**Gentry County**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
61N	32W	1 - 36
61N	33W	1 - 3, 10 - 15, 22 - 27, 34 - 36
64N	31W	4 - 9, 16 - 21, 28 - 30
64N	32W	1, 12, 13, 24, 25

**Holt County**

All of Holt County in its entirety

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – L&P (Continued)  
ELECTRIC**Nodaway County**

All of Nodaway County in its entirety

**Platte County**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
54N	35W	6, 7, 18, 19, 30
54N	36W	1 - 30
54N	37W	1 - 5, 9 - 15, 22 - 27
55N	33W	31 - 33
55N	34W	31 - 36
55N	35W	31 - 36
55N	36W	31 - 36
55N	37W	31 - 36

**Worth County**

All of Worth County in its entirety

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.



**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – L&P (Continued)  
ELECTRIC

Aquila Networks – L&P, fka The St. Joseph Light & Power Company, has been granted in Case No. EA-90-252, certificates of convenience and necessity pursuant to Section 393.170 authorizing the participation of the transmission line project referred to as the Cooper-Fairport St. Joseph Interconnection (CFSI). The following is a route description of the Missouri portion of CFSI.

**ST. JOSEPH - FAIRPORT**  
**345KV LINE**

A tract of land 150 feet in width, located 75 feet on each side of a centerline, and beginning at a point at the center of the first structure out of Company substation, said point being 633 feet north and 580 feet east of the SW corner of the NE ¼ of Section 14, T58N, R35W in Andrew County, Mo. and running thence N89 01'04"E a distance of 1526.09 feet to a point in said Section 14, thence S49 53'11"E a distance of 1205.35 feet to a point in Section 13, T58N, R35W, thence S88 28'08"E a distance of 5105.66 feet to a point on the west line of Section 18, T58N, R34W, said point being 2650 feet south of the NW corner of said Section 18, and thence a continuation of S88 28'08"E a distance of 807.33 feet to a point in said Section 18, thence N62 33'46"E a distance of 5254.5 feet to a point in Section 17, T58N, R34W, thence S89 03'00"E a distance of 13292.54 feet to a point in Section 15, T58N, R34W, thence N18 17'10"E a distance of 7017.27 feet to a point in Section 3, T58N R34W, thence N49 31'37"E a distance of 812.81 feet to a point in Section 2, T58N, R34W, thence N79 31'28"E a distance of 7828.54 feet to a point in Section 1, T58N, R34W, thence N45 30'10"E a distance of 3422.01 feet to a point on the west line of Section 31, T59N, R33W, said point being 345 feet north of the SW corner of said Section 31, thence a continuation of N45 30'10"E a distance of 4220.31 feet to a point in said Section 31, thence N71 44'06"E a distance of 16029.87 feet to a point in Section 27, T59N, R33W, DeKalb County, Mo., thence N45 33'30"E a distance of 11179.60 feet to a point in Section 13, T59N, R33W, thence N66 27'11"E a distance of 4390.22 feet to a point on the west line of Section 18, T59N, R32W, said point being 1915 feet north of the SW corner of said Section 18, thence a continuation of N66 27'11"E a distance of 23171.32 feet to a point in Section 2, T59N R32W, thence N56 55'51"E a distance of 12363.68 feet to a point on the west line of Section 31, T60N, R31W, said point being 1660 feet north of the SW corner of said Section 31, thence a continuation of N56 55'51"E a distance of 3990.33 feet to a point in said Section 31, thence N74 15'14"E a distance of 3746.05 feet to a point in Section 32, T60N, R31W, thence N57 48'44"E a distance of 11664.22 feet to a point in Section 22, T60N, R31W, thence N64 29'26"E a distance of 7182.81 feet to a point in Section 23, T60N, R31W, thence N87 10'47"E a distance of 1961.59 feet to a point at the center of the last structure at Fairport substation, said point being 1415 feet south and 660 feet east of the NW corner of the NW ¼ of the NE ¼ of Section 23, T60N, R31W, in DeKalb County, Mo.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – L&P (Continued)  
ELECTRIC**COOPER - FAIRPORT**  
**345KV LINE**

A tract of land 150 feet in width, located 75 feet on each side of a centerline and beginning at a point on the east bank of the Missouri River in Section 16, T64N, R42W in Atchison County, Mo.; said point being located 1460 feet west and 360 feet south of the NE corner of said Section 16; thence S87 10'49"E a distance of 2500 feet to a point, thence N87 07'23"E a distance of 4294.30 feet to a point on the east line of Section 10, T64N, R42W, said point being 130 feet north of the SE corner of said Section 10, and thence a continuation of N87 07'23"E a distance of 2610.06 feet to a point in Section 11, T64N, R42W, thence S87 34'49"E a distance of 2603.13 feet to a point in said Section 11, thence S67 28'46"E a distance of 5026.91 feet to a point in Section 13, T64N, R42W, thence S87 22'29"E a distance of 714.9 feet to a point on the west line of Section 18, T64N, R41W, said point being 1525 feet south of the NW corner of said Section 18 and thence a continuation of S87 22'29"E a distance of 8088.54 feet to a point in Section 17, T64N, R41W, thence S70 19'60"E a distance of 9595.46 feet to a point in Section 15, T64N, R41W, thence S87 00'59"E a distance of 11906.04 feet to a point in Section 13, T64N, R41W, thence S89 52'08"E a distance of 2654.96 feet to a point on the west line of Section 18, T64N, R40W, said point being 490 feet north of the SW corner of said Section 18, thence a continuation of S89 52'08"E a distance of 5046.07 feet to a point in said Section 18, thence S82 25'45"E, a distance of 6860.89 feet to a point in Section 21, T64N, R40W, thence N88 48'07"E a distance of 9019.58 feet to a point in Section 15, T64N, R40W, thence S64 01'01"E a distance of 6004.90 feet to a point in Section 23, T64N, R40W, thence S61 05'10"E a distance of 6073.56 feet to a point on the west line of Section 19, T64N, R39W, said point being 55 feet north of the SW corner of said Section 19, thence a continuation of S61 05'10"E a distance of 3535.11 feet to a point in Section 30, T64N, R39W, thence S68 12'55"E a distance of 6710.89 feet to a point in Section 29, T64N, R39W, thence S60 05'35"E a distance of 13624.58 feet to a point on the north line of Section 2, T63N, R39W, said point being 180 feet east of the NW corner of said Section 2, thence a continuation of S60 05'35"E a distance of 437.46 feet to a point in said Section 2, thence S66 40'02"E a distance of 10802.54 feet to a point on the west line of Section 6, T63N, R38W, said point being 935 feet north of the SW corner of said Section 6, thence a continuation of S66 40'02"E a distance of 5432.23 feet to a point in Section 7, T63N, R38W, thence S61 07'06"E a distance of 9564.37 feet to a point in Section 16, T63N, R38W, thence S88 12'01"E a distance of 5720.5 feet to a point in Section 15, T63N, R38W in Nodaway County, Mo., thence S37 36'26"E a distance of 3299.46 feet to a point in Section 14, T63N, R38W, thence S67 34'04"E a distance of 11192.03 feet to a point on the west line of Section 19, T63N, R37W, said point being 1310 feet south of the NW corner of said Section 19, and thence a continuation of S67 34'04"E a distance of 80.66 feet to a point in said Section 19, thence S73 16'15"E a distance of 8775.56 feet to a point in Section 20, T63N, R37W, thence S64 04'50"E a distance of 7043.78 feet to a point in Section 28, T63N, R37W, thence S35 07'29"E a distance of 2476 feet to a point in Section 27, T63N, R37W, thence S71 50'49"E a distance of 9257.84 feet to a point in Section 35, T63N, R37W, thence S54 43'27"E a distance of 3532.22 feet to a point in Section 36, T63N, R37W, thence S68 57'57"E a distance of 3793.94 feet to a point on the west line of Section 31, T63N, R36W, said point being 900 feet north of the SW corner of said Section 31, and thence a continuation of S68 57'57"E a distance of 18573.21 feet to a point in Section 10, T62N, R36W,

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – L&P (Continued)  
ELECTRIC**COOPER – FAIRPORT 345KV LINE** (Continued)

thence S66 52'47"E a distance of 11473.68 feet to a point in Section 12, T62N, R36W, thence S52 07'58"E a distance of 4928.11 feet to a point on the west line of Section 18, T62N, R35W, said point being 2000 feet south of the NW corner of said Section 18, and thence a continuation of S52 07'58"E a distance of 7291.37 feet to a point in Section 20, T62N R35W, thence S66 55'06"E a distance of 12246.42 feet to a point in Section 27, T62N, R35W, thence S63 38'47"E a distance of 8030.15 feet to a point in Section 26, T62N, R35W, thence S65 24'10"E a distance of 7927.06 feet to a point on the west line of Section 31, T62N, R34W, said point being 380 feet south of the NW corner of SW ¼ of the NW ¼, of said Section 31, and thence a continuation of S65 24'10"E a distance of 2962.83 feet to a point in said Section 31, thence S74 36'41"E a distance of 9187.17 feet to a point on the Nodaway and Andrew County Line, also being the north line of Section 4, T61N, R34W, said point being 950 feet east of the NW corner of said Section 4, and thence a continuation of S74 36'41"E a distance of 20805 feet to a point on the west line of Section 7, T61N, R33W, said point being 40 feet south of the NW corner said Section 7, and thence a continuation of S74 36'41"E a distance of 5903.37 feet to a point in Section 8, T61N, R33W, thence S68 03'04"E a distance of 10108.21 feet to a point in Section 16, T61N, R33W, thence S71 42'52"E a distance of 9315.63 feet to a point in Section 14, T61N, R33W in Gentry County, Mo., thence S72 16'07"E a distance of 7927.79 feet to a point on the west line of Section 19, T61N, R32W, said point being 90 feet south of the NW corner of said Section 19, and thence a continuation of S72 16'07"E a distance of 15706.59 feet to a point in Section 21, T61N, R32W, thence S51 32'33"E a distance of 9745.64 feet to a point in Section 35, T61N, R32W, thence S66 35'38"E a distance of 13637.77 feet to a point on the west line of Section 7, T60N, R31W in DeKalb County, Mo., said point being 390 feet south of the NW corner of said Section 7, and thence a continuation of S66 35'38"E a distance of 3372.44 feet to a point in said Section 7, thence S46 17'02"E a distance of 8932.70 feet to a point in Section 17, T60N, R31W, thence S64 20'41"E, a distance of 9147.02 feet to a point in Section 22, T60N, R31W, thence S89 13'46"E a distance of 7408.84 feet to a point at the center of the last structure at Fairport Substation, said point being 1279 feet south and 660 feet east of the NW corner of the NW ¼ of the NE ¼ of Section 23, T60N, R31W, DeKalb County, Mo.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – MPS  
ELECTRIC**BARTON COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
31 North	29 West	2 - 11
31 North	30 West	1 - 12
31 North	31 West	1 - 12
31 North	32 West	1 - 12
31 North	33 West	1 - 4, 9 - 12
32 North	29 West	2 - 11, 14 - 23, 26 - 35
32 North	30 West	1 - 36
32 North	31 West	1 - 36
32 North	32 West	1 - 36
32 North	33 West	1 - 16, 21 - 28, 33 - 36
33 North	29 West	2 - 11, 14 - 23, 26 - 35
33 North	30 West	1 - 36
33 North	31 West	1 - 36
33 North	32 West	1 - 36
33 North	33 West	1 - 4, 9 - 16, 21 - 28, 33 - 36

**BATES COUNTY**

All of Bates County in its entirety.

**BENTON COUNTY**

All of Benton County in its entirety.

**BUCHANAN COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
55 North	33 West	31 - 33
55 North	34 West	27 - 36
55 North	35 West	2, 3, 10, 11, 14, 15, 22, 23, 25 - 27, 32 - 36

**CARROLL COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
51 North	24 West	5 - 8
51 North	25 West	1 - 12, 15 - 21
52 North	24 West	5 - 8, 17 - 20, 29 - 32
52 North	25 West	1 - 36
53 North	24 West	5 - 8, 17 - 20, 29 - 32
53 North	25 West	1 - 36
54 North	24 West	29 - 32
54 North	25 West	25 - 36

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – MPS (Continued)  
ELECTRIC**CASS COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
42 North	29 West	1 - 12
42 North	30 West	1 - 14
42 North	31 West	1, 2, 12
43 North	29 West	1 - 36
43 North	30 West	1 - 36
43 North	31 West	1 - 36
43 North	32 West	1 - 36
43 North	33 West	1, 2, 11 - 36
44 North	29 West	4 - 9, 16 - 21, 28 - 36
44 North	30 West	1 - 36
44 North	31 West	1 - 36
44 North	32 West	1 - 36
44 North	33 West	1, 2, 11 - 14, 23 - 26, 35, 36
45 North	29 West	4 - 9, 16 - 21, 28 - 33
45 North	30 West	1 - 36
45 North	31 West	1 - 36
45 North	32 West	1 - 36
45 North	33 West	1, 12, 13, 24, 25, 36
46 North	29 West	4 - 9, 16 - 21, 28 - 33
46 North	30 West	1 - 36
46 North	31 West	1 - 36
46 North	32 West	1 - 36
46 North	33 West	1 - 4, 10 - 15, 22 - 27, 34 - 36

**CEDAR COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
33 North	27 West	6, 7, 18, 19
33 North	28 West	1 - 24
33 North	29 West	1, 12, 13, 24
34 North	27 West	6, 7, 18, 19, 30, 31
34 North	28 West	1 - 36
34 North	29 West	1, 12, 13, 24, 25, 36
35 North	27 West	5 - 8, 17 - 20, 29 - 32
35 North	28 West	1 - 36
36 North	27 West	17 - 20, 29 - 32
36 North	28 West	13 - 36

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – MPS (Continued)  
ELECTRIC**CLAY COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
51 North	30 West	4 - 14, 17 - 19, 30
51 North	31 West	1 - 31, 33 - 36
51 North	32 West	1 - 3, 11 - 14, 23 - 25
52 North	30 West	31 - 33
52 North	31 West	5 - 8, 17 - 20, 29 - 36
52 North	32 West	1 - 36
52 North	33 West	1 - 3, 10 - 15, 22 - 27, 34 - 36
53 North	31 West	5 - 8, 17 - 20, 29 - 32
53 North	32 West	1 - 36
53 North	33 West	1 - 3, 10 - 15, 22 - 27, 34 - 36
54 North	31 West	31, 32
54 North	32 West	31 - 36
54 North	33 West	34 - 36

**CLINTON COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
54 North	32 West	4 - 9, 13 - 30
54 North	33 West	1 - 3, 10 - 15, 22 - 27
55 North	33 West	22 - 27, 34 - 36

**DADE COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
31 North	27 West	6, 7
31 North	28 West	1 - 12
31 North	29 West	1, 12
32 North	27 West	6, 7, 18, 19, 30, 31
32 North	28 West	1 - 36
32 North	29 West	1, 12, 13, 24, 25, 36
33 North	27 West	30, 31
33 North	28 West	25 - 36
33 North	29 West	25, 36

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – MPS (Continued)  
ELECTRIC**DAVISS COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
58 North	26 West	1 - 24
58 North	27 West	1 - 24
58 North	28 West	1, 12, 13, 24
59 North	26 West	1 - 36
59 North	27 West	1 - 36
59 North	28 West	1, 12, 13, 24, 25, 36
60 North	26 West	7 - 36
60 North	27 West	12 - 14, 22 - 28, 32 - 36
61 North	26 West	1 - 36
62 North	26 West	31 - 36

**GRUNDY COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
60 North	22 West	7, 8, 17 - 20, 29 - 32
60 North	23 West	7 - 36
60 North	24 West	7 - 36
60 North	25 West	7 - 36
61 North	22 West	4 - 9, 16 - 21, 28 - 33
61 North	23 West	1 - 36
61 North	24 West	1 - 36
61 North	25 West	1 - 36
62 North	22 West	19 - 21, 28 - 33
62 North	23 West	3 - 10, 15 - 36
62 North	24 West	1 - 36
62 North	25 West	1 - 36
63 North	23 West	15 - 22, 27 - 34
63 North	24 West	13 - 36
63 North	25 West	13 - 36

**HARRISON COUNTY**

All of Harrison County in its entirety.

**HENRY COUNTY**

All of Henry County in its entirety.

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by and Aquila Networks – MPS

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – MPS (Continued)  
ELECTRIC**JACKSON COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
47 North	29 West	4 - 9, 16 - 21, 28 - 33
47 North	30 West	1 - 36
47 North	31 West	1 - 36
47 North	32 West	1 - 5, 8 - 36
47 North	33 West	9 - 16, 20 - 29, 32 - 36
48 North	29 West	4 - 9, 16 - 21, 28 - 33
48 North	30 West	1 - 36
48 North	31 West	1 - 36
48 North	32 West	1 - 5, 8 - 17, 20 - 36
49 North	29 West	4 - 9, 16 - 21, 28 - 33
49 North	30 West	1 - 3, 10 - 15, 19 - 36
49 North	31 West	19 - 36
49 North	32 West	21 - 29, 32 - 36
50 North	29 West	5 - 9, 16 - 21, 28 - 33
50 North	30 West	1 - 3, 10 - 15, 22 - 27, 34 - 36
51 North	29 West	23, 26, 27, 34, 35

**JOHNSON COUNTY**

All of Johnson County except Township 48 North, Range 24 West, Section 25, which is the extreme NE section.

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.



**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – MPS (Continued)  
ELECTRIC**LAFAYETTE COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
48 North	24 West	2 - 11, 14 - 23
48 North	25 West	1 - 24
48 North	26 West	1 - 24
48 North	27 West	1 - 36
48 North	28 West	1 - 36
48 North	29 West	1 - 3, 10 - 15, 22 - 27, 34 - 36
49 North	24 West	31 - 35
49 North	25 West	31 - 36
49 North	26 West	25 - 36
49 North	27 West	4 - 9, 16 - 21, 25 - 36
49 North	28 West	1 - 36
49 North	29 West	1 - 3, 10 - 15, 22 - 27, 34 - 36
50 North	25 West	1 - 8
50 North	26 West	1 - 12, 17, 18
50 North	27 West	1 - 21, 28 - 33
50 North	28 West	1 - 36
50 North	29 West	13, 15, 22 - 27, 34 - 36
51 North	25 West	1 - 36
51 North	26 West	19 - 36
51 North	27 West	22 - 27, 33 - 36
51 North	28 West	22, 26 - 29, 31 - 36

**LIVINGSTON COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
57 North	23 West	6, 7, 18
57 North	24 West	1 - 3, 10 - 13
58 North	23 West	1 - 12, 15 - 22, 27 - 31
58 North	24 West	1 - 27, 34 - 36
58 North	25 West	1 - 24
59 North	23 West	1 - 36
59 North	24 West	1 - 36
59 North	25 West	1 - 36

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by and Aquila Networks – MPS

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – MPS (Continued)  
ELECTRIC**MERCER COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
63 North	23 West	6, 7
63 North	24 West	1 - 12
63 North	25 West	1 - 12
64 North	23 West	7, 18, 19, 30, 31
64 North	24 West	1 - 36
64 North	25 West	1 - 36
65 North	24 West	1 - 36
65 North	25 West	1 - 36
66 North	24 West	4 - 9, 16 - 21, 27 - 34
66 North	25 West	1 - 36
67 North	24 West	25 - 36
67 North	25 West	25 - 36

**PETTIS COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
43 North	22 West	1 - 12
43 North	23 West	1 - 12
44 North	20 West	1 - 36
44 North	21 West	1 - 36
44 North	22 West	1 - 36
44 North	23 West	1 - 36
45 North	20 West	1 - 8, 17 - 20, 29 - 32
45 North	21 West	1 - 36
45 North	22 West	1 - 36
45 North	23 West	1 - 36
46 North	20 West	1 - 36
46 North	21 West	1 - 36
46 North	22 West	1 - 36
46 North	23 West	1 - 36
47 North	20 West	1 - 36
47 North	21 West	1 - 4, 7 - 36
47 North	22 West	12, 13, 23 - 26, 35, 36
48 North	20 West	19 - 36
48 North	21 West	23 - 26, 33 - 36

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by and Aquila Networks – MPS

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – MPS (Continued)  
ELECTRIC**PLATTE COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
51 North	34 West	5, 6
51 North	35 West	1 - 4, 9, 10
52 North	33 West	4 - 9, 16 - 21, 28 - 33
52 North	34 West	1 - 36
52 North	35 West	1 - 29, 32 - 36
52 North	36 West	1, 12, 13, 24, 25
53 North	33 West	4 - 9, 16 - 21, 28 - 33
53 North	34 West	1 - 36
53 North	35 West	1 - 36
53 North	36 West	1 - 5, 8 - 17, 22 - 26, 34 - 36
54 North	33 West	4 - 9, 16 - 21, 28 - 33
54 North	34 West	1 - 36
54 North	35 West	1 - 36
54 North	36 West	11 - 15, 21 - 29, 31 - 36
55 North	33 West	31 - 33
55 North	34 West	31 - 36
55 North	35 West	32 - 36

**RAY COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
50 North	27 West	4 - 8
50 North	28 West	3 - 10, 16 - 18
50 North	29 West	1 - 3, 12, 13
51 North	26 West	1 - 24
51 North	27 West	1 - 35
51 North	28 West	1 - 33
51 North	29 West	1 - 29, 32 - 36
52 North	26 West	1 - 36
52 North	27 West	1 - 36
52 North	28 West	1, 9, 12 - 36
52 North	29 West	27 - 36
53 North	26 West	1 - 36
53 North	27 West	1 - 5, 8 - 36
53 North	28 West	13, 24, 25, 36
54 North	26 West	25 - 36
54 North	27 West	25 - 29, 32 - 36

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – MPS (Continued)  
ELECTRIC**ST. CLAIR COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
36 North	27 West	5 - 8
36 North	28 West	1 - 12
37 North	25 West	5 - 8, 17, 18
37 North	26 West	1 - 30
37 North	27 West	1 - 32
37 North	28 West	1 - 36
38 North	24 West	1 - 36
38 North	25 West	1 - 36
38 North	26 West	1 - 36
38 North	27 West	1 - 36
38 North	28 West	1 - 36
39 North	24 West	1 - 36
39 North	25 West	1 - 36
39 North	26 West	1 - 36
39 North	27 West	1 - 36
39 North	28 West	1 - 36

**VERNON COUNTY**

All of Vernon County in its entirety.

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 18

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

RESIDENTIAL SERVICE – GENERAL USE  
ELECTRIC

AVAILABILITY

Available for single-phase electric service for general household lighting and appliances in a single private dwelling unit.

BASE RATE, MO910

Service charge for each bill.....	\$6.51
Energy Charge Per kWh	
Billing cycles June through September	
for all kWh's .....	\$.0746
Billing cycles October through May	
for the first 650 kWh's .....	\$.0664
for all over 650 kWh's .....	\$.0489

AVERAGE PAYMENT PLAN

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Motors served on this schedule shall not exceed a size and design as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

When a multiple occupancy building or project is served through one meter, then for billing purposes, the kilowatt-hours in each of the blocks and the service charge of the above schedule shall be multiplied by the number of dwelling units served. A rooming house may be served on this schedule when each of the separate living quarters within the rooming house is considered as a unit. MO911

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**RESIDENTIAL SERVICE – WITH ELECTRIC SPACE HEATING  
ELECTRICAVAILABILITY

Available for single-phase electric service for permanently installed electric space heating, general household lighting and appliances in a single private dwelling unit. Electric space heating must be the primary heating source and able to provide whole house heating.

BASE RATE, MO920

Service Charge for each bill.....	\$6.51
Energy Charge per kWh	
Billing cycles June through September	
for all kWh's .....	\$.0746
Billing cycles October through May	
for the first 1000 kWh's .....	\$.0489
for all over 1000 kWh's .....	\$.0350

AVERAGE PAYMENT PLAN

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Space heating equipment shall consist of permanently installed electric heating equipment of a size and design approved by the Company. Primary heating source is defined as the system capable of being the sole source of heat during the majority of the heating season. Whole house heating is defined as the distribution of controlled heat throughout the private dwelling unit.

Where the customer has electric water heating, it must be of a size and design approved by the Company.

Motors served on this schedule shall not exceed a size and design as specified by the Company.

When a multiple occupancy building or project is served through one meter, then for billing purposes, the kilowatt hours in each of the blocks and the service charge of the above schedule shall be multiplied by the number of dwelling units served. A rooming house may be served on this schedule when each of the separate living quarters within the rooming house is considered as a unit. MO921

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 20

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

RESIDENTIAL SERVICE – WITH ELECTRIC WATER HEATING  
ELECTRIC

AVAILABILITY

Available for single-phase electric service for permanently installed electric water heaters, general household lighting and appliances in a single private dwelling unit.

BASE RATE, MO913

Service Charge for each bill.....	\$6.51
Energy Charge per kWh	
Billing cycles June through September	
for all kWh's .....	\$.0746
Billing cycles October through May	
for the first 650 kWh's .....	\$.0618
for all over 650 kWh's .....	\$.0408

AVERAGE PAYMENT PLAN

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

To qualify for the water heating schedule, all water heaters in the residence must be electric, permanently installed, and of a size and design approved by the Company.

Motors served on this schedule shall not exceed a size and design as specified by the Company.

When a multiple occupancy building or project is served through one meter, then for billing purposes, the kilowatt hours in each of the blocks and the service charge of the above schedule shall be multiplied by the number of dwelling units served. A rooming house may be served on this schedule when each of the separate living quarters within the rooming house is considered as a unit. MO914

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 21

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

RESIDENTIAL SERVICE – OTHER USE  
ELECTRIC

AVAILABILITY

Available for lighting service, power service, or combined lighting and power service. This rate applies only to residential customers who do not qualify under any other residential rate.

BASE RATE, MO915

Service Charge for each bill..... \$7.12

Energy Charge per kWh

Billing cycles June through September

for all kWh's ..... \$.1084

Billing cycles October through May

for all kWh's ..... \$.0793

AVERAGE PAYMENT PLAN

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Motors served on this schedule shall not exceed a size and design as specified by the Company.

Customers qualifying for this rate will generally be those with well pumps, barns, machine sheds, and home workshops, whose meter is not connected to a single or multiple occupancy dwelling unit. This rate schedule cannot be used for any commercial or industrial customer.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 22

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

RESIDENTIAL SPACE HEATING / WATER HEATING – SEPARATE METER  
ELECTRIC

AVAILABILITY

Available for electric space heating and/or electric water heating service to any residential customer receiving service at the same location on a residential schedule. This schedule is not available for new installations as of June 15, 1995.

BASE RATE, MO922

Service Charge for each bill.....	\$3.44
Energy Charge per kWh	
Billing cycles June through September	
for all kWh's .....	\$.0758
Billing cycles October through May	
for all kWh's .....	\$.0408

AVERAGE PAYMENT PLAN

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Service shall be through a separate meter. No equipment, other than space heating, electrically driven refrigeration type air conditioning and/or water heating, will be served through this meter.

Space heating equipment shall consist of at least 3 kW input rating of permanently installed electric heating equipment used as the sole source of heat in the space served. All space heating equipment must be of a size and design approved by the Company.

Water heaters served under this schedule must be permanently installed, and of a size and design approved by the Company.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 23

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

GENERAL SERVICE – LIMITED DEMAND  
ELECTRIC

AVAILABILITY

Available for lighting, power or combined lighting and power service to any customer whose actual demand is no greater than 40 kilowatts (kW).

BASE RATE, MO930

Service Charge for each bill..... \$13.11

Energy charge per kWh

Billing cycles June through September

for all kWh's ..... \$.1002

Billing cycles October through May

for all kWh's ..... \$.0723

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

When lighting and power service is supplied, all energy shall be measured on one meter and the connected load shall be balanced.

When a non-demand metered customer's energy usage exceeds 3000 kWh in two (2) billing periods out of the most recent twelve (12) billing periods, the Company will install a demand-type meter in order to determine the customer's eligibility to remain on this rate schedule.

When a demand-metered customer's actual demand exceeds 40 kW in two (2) billing periods out of the most recent twelve (12) billing periods, the Company will place the customer on an appropriate rate schedule.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**GENERAL SERVICE – GENERAL USE  
ELECTRICAVAILABILITY

Available for lighting, power or combined lighting and power service to any customer.

BASE RATE, MO931

## Facilities kW Charge

For the first 10 Facilities kW, per bill ..... \$27.34

For all over 10 Facilities kW, per each Facilities kW ..... \$1.99

## Energy charge per kWh

## Billing cycles June through September

For the first 150 kWh's per Actual kW ..... \$.0839

For all over 150 kWh's per Actual kW ..... \$.0618

## Billing cycles October through May

For the first 150 kWh's per Actual kW ..... \$.0571

For all over 150 kWh's per Actual kW ..... \$.0443

LATE PAYMENT CHARGE

See Company Rules and Regulations

Determination of Facilities kW

The Facilities kW shall be determined by a comparison of the Actual kW in the current billing period and the Actual kW as recorded in each of the previous eleven (11) billing periods. If there are less than eleven (11) previous billing periods, the determination will be made using all available previous billing periods. The Facilities kW is defined as the maximum Actual kW as determined from the comparison but in no case less than ten (10) kW for Facilities kW Charge billing purposes.

*As an example, if the current billing period's Actual kW is 20 kW and the single highest Actual kW recorded in any of the previous 11 billing periods is 25 kW, then the facilities kW to be used in the current billing period would be 25 kW. The Facilities kW Charge would be  $27.34 + (25 - 10) * 1.99 = \$57.19$  for the current billing period.*

Determination of Actual kW

The Actual kW shall be the maximum 15-minute demand measured during the current billing period.

Special Rules

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Where lighting and power service is supplied, all energy shall be measured on one meter and the connected load shall be balanced.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

GENERAL SERVICE – LIMITED DEMAND WITH ELECTRIC SPACE HEATING  
ELECTRIC

AVAILABILITY

Available to customers who utilize electricity as the major energy source for space heating and for lighting, power or combined lighting and power service and whose Summer Period Actual Peak KW is no greater than 40 kW.

BASE RATE, MO932

Service charge for each bill..... \$13.11

Energy charge per kWh

Billing cycles June through September

For all kWh's ..... \$.1002

Billing cycles October through May

For all kWh's ..... \$.0723

LATE PAYMENT CHARGE

See Company Rules and Regulations

DETERMINATION OF SUMMER PERIOD ACTUAL PEAK KW

The Summer Period Actual Peak kW shall be the maximum 15-minute demand measured during the most recent summer billing period. The summer billing period is defined as the billing cycles June through September.

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Where lighting and power service is supplied, all energy shall be measured on one meter and the connected load shall be balanced.

When a non-demand metered customer's energy usage exceeds 3000 kWh in two (2) billing periods out of the most recent twelve (12) billing periods, the Company will install a demand-type meter in order to determine the customer's eligibility to remain on this rate schedule.

When a demand-metered customer's actual demand exceeds 40 kW in two (2) billing periods out of the most recent twelve (12) billing periods, the Company will place the customer on an appropriate rate schedule.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**GENERAL SERVICE – WITH ELECTRIC SPACE HEATING  
ELECTRICAVAILABILITY

Available to customers who utilize electricity as the major energy source for space heating and for lighting, power or combined lighting and power service.

BASE RATE, MO933

## Facilities kW Charge

For the first 3 Facilities kW, per bill ..... \$13.11

For all over 3 Facilities kW, per each Facilities kW ..... \$1.78

## Energy charge per kWh

## Billing cycles June through September

For the first 150 kWh's per Actual kW ..... \$.0839

For all over 150 kWh's per Actual kW ..... \$.0618

## Billing cycles October through May

For the first 150 kWh's per Actual kW ..... \$.0571

For all over 150 kWh's per Actual kW ..... \$.0338

LATE PAYMENT CHARGE

See Company Rules and Regulations

DETERMINATION OF FACILITIES KW

The Facilities kW shall be determined by a comparison of the Actual kW in the current billing period and the Actual kW as recorded in each of the previous eleven (11) billing periods. If there are less than eleven (11) previous billing periods, the determination will be made using all available previous billing periods. The Facilities kW is defined as the maximum Actual kW as determined from the comparison but in no case less than three (3) kW for Facilities kW Charge billing purposes.

*As an example, if the current billing period's Actual kW is 10 kW and the single highest Actual kW recorded in any of the previous 11 billing periods is 15 kW, then the facilities kW to be used in the current billing period would be 15 kW. The Facilities kW Charge would be  $13.11 + (15-3) * 1.78 = \$34.47$  for the current billing period.*

DETERMINATION OF ACTUAL KW

The Actual kW shall be the maximum 15-minute demand measured during the current billing period.

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Where lighting and power service is supplied, all energy shall be measured on one meter and the connected load shall be balanced.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 27

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

GENERAL SERVICE – CHURCHES & SCHOOLS  
ELECTRIC

AVAILABILITY

Available for lighting, power or combined lighting and power service of non-total electric churches and non-profit accredited schools.

BASE RATE, MO934

Service Charge for each bill..... \$13.11

Energy charge per kWh

Billing cycles June through September

for all kWh's ..... \$.1002

Billing cycles October through May

for all kWh's ..... \$.0723

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

When lighting and power service is supplied, all energy shall be measured on one meter and the connected load shall be balanced.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 28

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

NON-RESIDENTIAL SPACE HEATING / WATER HEATING – SEPARATE METER  
ELECTRIC

AVAILABILITY

Available for either electric space heating and/or electric water heating service to any non-residential customer receiving service at the same location on a non-residential rate schedule. This schedule is not available for new installations as of June 15, 1995.

BASE RATE, MO941

Service charge for each bill.....	\$6.74
Energy charge per kWh	
Billing cycles June through September	
For all kWh's .....	\$.1002
Billing cycles October through May	
For all kWh's .....	\$.0408

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Service shall be through a separate meter. No equipment, other than space heating and/or water heating, will be served through this meter.

Space heating equipment shall consist of at least three (3) kW input rating of permanently installed electric heating equipment used as the sole source of heat in the space served. All space heating equipment must be of a size and design approved by the Company.

Water heaters served under this schedule must be permanently installed, and of a size and design approved by the Company.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**LARGE GENERAL SERVICE  
ELECTRICAVAILABILITY

Available for combined lighting and power service to any customer who shall contract for a minimum capacity of forty (40) kilowatts (kW) for a period of twelve (12) consecutive months.

BASE RATE, MO940

## Facilities kW Charge

For the first 40 Facilities kW, per bill .....	\$88.41
For all over 40 Facilities kW, per each Facilities kW .....	\$1.19
<b>Billed Demand Charge</b>	
Billing cycles June through September	
for each kW.....	\$3.03
Billing cycles October through May	
for each kW less than or equal to Previous Summer Peak kW .....	\$1.43
for each kW over Previous Summer Peak kW.....	\$0.23
<b>Energy charge per kWh</b>	
Billing cycles June through September	
for the first 200 kWh's per Actual kW.....	\$0.0571
for all over 200 kWh's per Actual kW.....	\$0.0385
Billing cycles October through May	
for the first 200 kWh's per Actual kW.....	\$0.0396
for all over 200 kWh's per Actual kW.....	\$0.0338

LATE PAYMENT CHARGE

See Company Rules and Regulations

DEMAND DETERMINATIONS:Facilities kW

The Facilities kW shall be determined by a comparison of the Actual kW in the current billing period and the Actual kW as recorded in each of the previous eleven (11) billing periods. If there are less than eleven (11) previous billing periods, the determination will be made using all available previous billing periods. The Facilities kW is defined as the maximum Actual kW as determined from the comparison but in no case less than forty (40) kW for Facilities kW Charge billing purposes.

*As an example, if the current billing period's Actual kW is 100 kW and the single highest Actual kW recorded in any of the previous 11 billing periods is 150 kW, then the facilities kW to be used in the current billing period would be 150 kW. The Facilities kW Charge would be 88.41 + (150-40) \* 1.19 = \$219.31 for the current billing period.*

Billed Demand

The Billed Demand shall be the maximum 15-minute demand, measured during the current billing period, but in no case less than forty (40) kW.



**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**

LARGE GENERAL SERVICE (Continued)  
ELECTRIC

Previous Summer Peak kW

The Previous Summer Peak kW shall be the highest 15-minute demand, measured during the most recent contiguous billing months of July, August, and September, but in no case less than forty (40) kW. The Previous Summer Peak kW, once established, shall be used for the billing periods of October through May immediately following the most recent summer period.

Actual kW

The Actual kW shall be the maximum 15-minute demand, measured during the current billing period.

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Where transformers are required for individual customers under this schedule, the customer may be required to provide satisfactory space and access on his premises for such transformers.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

METERING LOSS ADJUSTMENT

Where service is metered at a voltage level other than secondary, an adjustment to both the kilowatthour (kWh) and kilowatt (kW) readings will be made as follows:

1. Service Metered at Primary Voltage

Where service is provided directly from a 12 kV circuit feeder and is metered at 4 kV or 12 kV, the metered kWh and kW will be reduced by one and one-half percent (1.5%).

2. Service Metered at Substation Voltage

Where service is metered at 4 kV or 12 kV directly from a substation, the metered kWh and kW will be reduced by two and one-half percent (2.5%).

3. Service Metered at Transmission Voltage

Where service is metered at 34 kV and above directly from a transmission line, the metered kWh and kW will be reduced by three percent (3%).

If the customer's meter has to be relocated in order for the customer to become eligible for the metering loss adjustment, all costs associated with the relocation shall be paid by the customer.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**LARGE POWER SERVICE  
ELECTRICAVAILABILITY

Available for combined lighting and power service to any customer who shall contract for a minimum capacity of five hundred (500) kilowatts (kW) for a period of twelve (12) consecutive months.

BASE RATE, MO944

## Facilities kW Charge

For the first 500 Facilities kW, per bill .....	\$746.90
For all over 500 Facilities kW, per each Facilities kW .....	\$1.17
<b>Billed Demand Charge</b>	
Billing cycles June through September	
for each kW.....	\$8.55
Billing cycles October through May	
for each kW less than or equal to Previous Summer Peak kW .....	\$3.65
for each kW over Previous Summer Peak kW.....	\$.23
<b>Energy charge per kWh</b>	
Billing cycles June through September	
for each "on-peak" kWh .....	\$.0396
for each "off-peak" kWh .....	\$.0280
Billing cycles October through May	
for each "on-peak" kWh .....	\$.0326
for each "off-peak" kWh .....	\$.0245

LATE PAYMENT CHARGE

See Company Rules and Regulations

DEMAND DETERMINATIONS:Facilities kW

The Facilities kW shall be determined by a comparison of the Actual kW in the current billing period and the Actual kW as recorded in each of the previous eleven (11) billing periods. If there are less than eleven (11) previous billing periods, the determination will be made using all available previous billing periods. The Facilities kW is defined as the maximum Actual kW as determined from the comparison but in no case less than five hundred (500) kW for Facilities kW Charge billing purposes.

*As an example, if the current billing period's Actual kW is 1,000 kW and the single highest Actual kW recorded in any of the previous 11 billing periods is 1,200 kW, then the facilities KW to be used in the current billing would be 1,200 kW. The Facilities kW Charge would be 746.90 + (1200 - 500) \* 1.17 = \$1,565.90 for the current billing period.*

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**LARGE POWER SERVICE (Continued)  
ELECTRIC**Billed Demand**

The Billed Demand shall be the greater of:

- 1) the maximum 15-minute "on-peak" demand measured during the current billing period,  
or
- 2) fifty percent (50%) of the maximum 15-minute "off-peak" demand measured during the current billing period.

The Billed Demand in no case shall be less than five hundred (500) kW.

**Previous Summer Peak kW**

The Previous Summer Peak kW shall be the greater of:

- 1) the maximum 15-minute "on-peak" demand measured during the most recent billing months of July, August, and September  
or
- 2) fifty percent (50%) of the maximum 15-minute "off-peak" demand measured during the most recent billing months of July, August, and September.

The Previous Summer Peak kW in no case shall be less than five hundred (500) kW.

The Previous Summer Peak kW, once established, shall be used for the billing periods of October through May immediately following the most recent summer period.

**BILLING PERIODS**

	<u>Summer</u>	<u>Winter</u>
<u>Weekdays (except holidays)</u>		
On-peak	10 a.m. - 10 p.m.	7 a.m. - 10 p.m.
Off-peak	10 p.m. - 10 a.m.	10 p.m. - 7 a.m.
<u>Weekends, holidays</u>		
Off-peak	all hours	all hours

All times listed are Central Standard Time or, when in effect, Central Daylight Savings Time. Holidays are defined as New Year's Day, Memorial Day observed, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**SPECIAL RULES**

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**LARGE POWER SERVICE (Continued)  
ELECTRICSPECIAL RULES (Continued)

Where transformers are required for individual customers under this schedule, the customer may be required to provide satisfactory space and access on his premises for such transformers.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

METERING LOSS ADJUSTMENT

Where service is metered at a voltage level other than secondary, an adjustment to both the kilowatthour (kWh) and kilowatt (kW) readings will be made as follows:

1. Service Metered at Primary Voltage

Where service is provided directly from a 12 kV circuit feeder and is metered at 4 kV or 12 kV, the metered kWh and kW will be reduced by one and one-half percent (1.5%).

2. Service Metered at Substation Voltage

Where service is metered at 4 kV or 12 kV directly from a substation, the metered kWh and kW will be reduced by two and one-half percent (2.5%).

3. Service Metered at Transmission Voltage

Where service is metered at 34 kV and above directly from a transmission line, the metered kWh and kW will be reduced by three percent (3%).

If the customer's meter has to be relocated in order for the customer to become eligible for the metering loss adjustment, all costs associated with the relocation shall be paid by the customer.

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

PRIMARY DISCOUNT RIDER  
ELECTRIC

AVAILABILITY

Available to customers served under rate schedules MO940 or MO944 who receive three-phase alternating-current electric service at a primary voltage level and who provide and maintain all necessary transformation and distribution equipment beyond the point of Company metering.

PRIMARY KW DISCOUNT

for each Primary kW..... \$(0.65)

DETERMINATION OF PRIMARY KW

The Primary kW shall be the highest 15-minute actual demand, measured during the current billing period and the previous eleven (11) billing periods. The Primary kW, once established, shall be used for a period of twelve (12) consecutive billing periods unless a greater Primary kW is established.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 35

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

OPTIONAL TIME-OF-USE ADJUSTMENT RIDER  
ELECTRIC

AVAILABILITY

This rider is available to any customer currently served on one of the following rate schedules:

	<u>Service</u>	<u>Rate Schedule</u>
(RES)	Residential Service	MO910, MO920, MO913 or MO915
(SGS)	Small General Service	MO930, MO931, MO932 or MO933
(LGS)	Large General Service	MO940

Availability is limited to the following:

<u>Service</u>	<u>Customers</u>
Residential Service	50
Small General Service	50
Large General Service	20

Customers selecting this adjustment rider **will not be eligible** for the Company's Average Payment Plan.

ADJUSTMENT TO CURRENT RATE SCHEDULE PRICING

Metering Charge

	<u>RES</u>	<u>SGS</u>	<u>LGS</u>
For each bill.....	\$17.48	\$17.48	\$17.48

Energy Adjustment per kWh

	<u>RES</u>	<u>SGS</u>	<u>LGS</u>
Billing cycles June through September			
For all "on-peak" kWh's .....	\$.0315	\$.0256	\$.0233
For all "off-peak" kWh's .....	\$(-.0163)	\$(-.0175)	\$(-.0140)
Billing cycles October through May			
For all "on-peak" kWh's .....	\$.0035	\$.0023	\$.0023
For all "off-peak" kWh's .....	\$(-.0023)	\$(-.0023)	\$(-.0023)

Adjustments are in addition to the current rate schedule prices.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**
 OPTIONAL TIME-OF-USE ADJUSTMENT RIDER (Continued)  
 ELECTRIC
BILLING PERIODS

	<u>Summer</u>	<u>Winter</u>
<u>Weekdays (except holidays)</u>		
On-peak	10 a.m. - 10 p.m.	7 a.m. - 10 p.m.
Off-peak	10 p.m. - 10 a.m.	10 p.m. - 7 a.m.
<u>Weekends, holidays</u>		
Off-peak	all hours	all hours

All times listed are Central Standard Time or, when in effect, Central Daylight Savings Time. Holidays are defined as New Year's Day, Memorial Day observed, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Special Rules

Customers electing to receive service under this rider will remain on this rider for a minimum period of twelve (12) months unless customer provides a sixty (60) day notification of a request for discontinuance. Customers receiving a discontinuance **will not be eligible** to again receive service under this rider for a minimum period of twelve (12) months from the date of discontinuance.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

**Aquila, Inc., dba****AQUILA NETWORKS**

For All Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**

ECONOMIC DEVELOPMENT RIDER ELECTRIC
----------------------------------------

PURPOSE

The purpose of this Economic Development Rider is to encourage industrial and commercial development and thereby increase employment opportunities in the Company's service area.

AVAILABILITY

Electric service under this Rider is available to certain customers otherwise qualified for service under the Company's Large General Service or the Company's Large Power Service rates that also meet the criteria stated herein on a first come, first serve basis as determined by the execution of the contract specified herein. The availability of this Rider shall be limited to qualified customers not involved in selling or providing goods and services directly to the general public. All requests for service under this Rider will be considered by the Company; however, requests will not be accepted for new or expanded facilities under construction or otherwise committed to operation prior to the first effective date of this Rider. The Company will not be required to serve a combined actual demand in excess of 25,000 kW at any one time under this rider. The availability of this rider shall be suspended whenever the combined actual demand under this rider reaches 25,000 kW. The suspension shall be lifted when the combined actual demand drops below 25,000 kW in an amount sufficient to allow additional customers to be added pursuant to the terms of this rider.

APPLICABILITY

Sufficiently detailed information shall be provided by the Customer to enable the Company to determine whether a facility is qualified for the Rider. Service under this Rider shall be evidenced by a contract between the Customer and the Company, a copy of which shall be submitted to the Staff and Public Counsel.

CRITERIA

Upon the election of the Customer and acceptance by the Company, the provisions of this Rider are applicable to new industrial and commercial customers and to the new facilities of existing industrial and commercial customers who expand operations and who meet the following criteria:

1. The new or additional facility shall be separately measured and have a minimum connected load of 500 kW and a maximum actual demand no greater than 10,000 kW.
2. The "annual load factor" of the new customer or additional facilities is expected to equal or exceed 50% within one (1) year. The "annual load factor" is calculated as the actual annual kWh sales divided by the product of the "summer on-peak demand" and 8760 (hours in a year). The "summer on-peak demand" is defined as the demand of the new Customer or facilities during the four (4) summer months of June through September.



**Aquila, Inc., dba****AQUILA NETWORKS**

For All Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138****ECONOMIC DEVELOPMENT RIDER (Continued)  
ELECTRIC**CRITERIA (Continued)

3. The new or additional load will create during the first year and maintain over the remainder of the term of the agreement at least fifty (50) additional full-time jobs that would not have otherwise existed with the Customer in the Company's service area.
4. The new or additional facility receives local, regional or state governmental incentives.

INCENTIVE PROVISIONS

1. Rate Discount: Prior to taxes, the Customer's net monthly bill, calculated in accordance with the applicable Large Power Service rate schedules, will be discounted by 30% during the first contract year, 25% during the second contract year, 20% during the third contract year, 15% during the fourth contract year, and 10% during the fifth contract year. After the fifth contract year, this incentive provision shall cease.
2. Minimum Bill: The minimum monthly bill will be the charge for the minimum monthly Reserved Capacity of 500 kW pursuant to the applicable rate schedule. Other provisions of the applicable rate schedule which describe the calculation of Reserve Capacity and Billing Capacity apply. After the fifth contract year, this provision shall cease.
3. Local Service Facilities: The Company will not require an additional facilities or line extension charge for facilities installed to serve the customer if the Company's analysis of expected revenues from the new load on an ongoing basis is determined to be sufficient to justify the required investment in the facilities.
4. Separately Measured Service: Bills to existing Customers, pursuant to the provisions of this or other locations.
5. Shifting of Existing Load: For Customers with existing facilities at one or more locations in the Company's service area, this Rider shall not be applicable to service provided at any other delivery point prior to receiving service under this Rider. Customer is prohibited from shifting loads from those locations already existing in the Company's service area to qualify for this Rider or to receive benefits from this Rider.

TERM

The Company may file to freeze the availability of this Rider with respect to new loads at any time following one (1) year from the effective date of this tariff. Any Customer receiving service under the Rider on the date it is suspended may continue to receive the benefits of the incentive provisions herein through the remaining period of the Customer's contract.

**Aquila, Inc., dba****AQUILA NETWORKS**

For All Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**ECONOMIC DEVELOPMENT RIDER (Continued)  
ELECTRICTERMINATION

Failure of the Customer to meet or maintain any of the applicable criteria of this Rider, used to qualify the Customer for acceptance on the Rider, during the five (5) year period commencing with the date service under this Rider begins, may lead to termination of service under this Rider. Upon termination during the five-year contract life contained in this Rider, the Customer will be billed for all rate discount savings received under this Rider. The rate discount savings are the total differences between the Customer's bills under this Rider and the amounts the Customer would have been billed under the applicable Large Power Service rate.

OTHER PROVISIONS

Service under this Rider shall be subject to all other applicable tariffs and the Company's general rules and regulations applying to electric service as the same may change from time to time as provided by law.

**FORM OF CONTRACT**

This Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Aquila, Inc., d/b/a Aquila Networks (Company) and \_\_\_\_\_ (Customer).

## WITNESSETH:

Whereas, Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Economic Development Rider (Rider), and;

Whereas, Customer is a new Customer, or has acquired additional separately measured facilities within the Company's service territory, and;

Whereas, Customer has furnished sufficient information to the Company to demonstrate that its new facilities or additional separately measured facilities (Facilities) satisfied the Availability and Applicability provisions of the Rider, and;

Whereas, Customer wishes to take electric service from the Company, and the Company agrees to furnish electric service to the Customer under this Rider and pursuant to all other applicable tariffs of the Company;

The Company and Customer agree as follows:

1. Service to the Customer's Facilities shall be pursuant to the Rider, all other applicable tariffs, and the Company's General Rules and Regulations Applying to Electric Service, as may be in effect from time to time and approved by the Commission.

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For All Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

ECONOMIC DEVELOPMENT RIDER (Continued)  
ELECTRIC

**FORM OF CONTRACT (Continued)**

- 2. Customer acknowledges that this Agreement is not assignable voluntarily by Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law so long as the successor continues to meet the criteria of the Rider.
- 3. Customer will furnish additional information, as requested by the Company, to assure the continued eligibility for service under the Rider. Customer acknowledges that all information provided to the Company for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by the Company, and shall be subject to inspection and disclosure under Chapters 386 and 393, RSMo 1986, as amended from time to time. Should the Customer designate any of such information as proprietary or confidential, Company shall notify Customer of any request for inspection or disclosure, and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.
- 4. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of laws' provisions), and by the orders, rules and regulations of the Commission as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights jurisdiction, power or authority vested in it by law.

In witness whereof, the parties have signed this Agreement as of the date first above written.

Aquila Networks  
a division of  
Aquila, Inc.

\_\_\_\_\_  
Customer

By \_\_\_\_\_

By \_\_\_\_\_

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**MUNICIPAL STREET LIGHTING  
ELECTRICAVAILABILITY

Available for overhead lighting in streets, alleys, parks and public places to all incorporated municipalities and other governmental agencies who shall contract for a minimum period of ten years.

RATESection A:

The Company shall furnish and maintain, and the customer shall use and pay for overhead street lighting units according to the following schedule:

Net Rate (per lamp per month)

## Mercury Vapor Lamps

175 watt (estimated 7,650 lumens) .....	\$6.81
250 watt (estimated 11,000 lumens) .....	\$8.08
400 watt (estimated 19,100 lumens) .....	\$12.19

## High Pressure Sodium Lamps

150 watt (estimated 14,400 lumens) .....	\$7.74
250 watt (estimated 24,750 lumens) .....	\$10.31
400 watt (estimated 45,000 lumens) .....	\$12.38

Section B:

The Customer shall also pay an additional charge for other facilities according to the following schedule:

Net Rate

Standard Metal Pole at.....	\$4.48 per pole per month
10-Foot Mast Arm at .....	\$0.163 per lamp per month
Underground Circuit, in dirt, at .....	\$0.0350 per foot per month

Street lighting, installed in residential subdivisions with underground distribution systems, will be installed on wood or standard metal poles or special ornamental poles, with underground circuits. The additional charge for underground circuit in dirt will not apply to circuits installed at the same time as the distribution system.

Where special ornamental fixtures and/or poles are requested and mutually agreed to, the cost of such special facilities, over and above the cost of standard facilities included in the above rates, will be subject to a Additional Facilities charge as provided in Company Rules and Regulations.

Section C:

When the customer so elects, it may furnish, own and maintain whiteway poles, brackets and luminaires, and the Company shall furnish, own and maintain overhead circuits and controls, and provide relamping service according to the following schedule:

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**MUNICIPAL STREET LIGHTING (Continued)  
ELECTRICSection C: (Continued)Net Rate (per lamp per month)

## Mercury Vapor Lamps

250 watt (estimated 11,000 lumens) .....	\$6.17
400 watt (estimated 19,100 lumens) .....	\$9.66

Section D:

The foregoing Sections A, B and C of this overhead lighting schedule are only applicable to a municipality provided that the Company is serving the municipality under the terms of an electric franchise. In case the Company shall at any time furnish overhead street lighting service to a municipality without the existence of an electric franchise, all lighting shall be charged for in accordance with the net rates respectively set out in Sections A, B and C plus ten (10) percent.

LATE PAYMENT CHARGE

See Company Rules and Regulations

CONDITIONS OF SERVICE

1. The rates and charges herein provided are subject to the jurisdiction of the Missouri Public Service Commission.
2. All lamps shall burn every night from dusk to dawn, subject to a reasonable maintenance schedule.
3. Park lighting may burn on a seasonal schedule in accordance with the requirements of the customer.
4. The character of street lighting circuit (series or multiple) shall be determined by the Company.

SPECIAL RULES

1. For purposes of accounting for kWh's, the following amounts per lamp per month will be used:

Mercury Vapor Lamps

175 watts	77 kWh
250 watts	106 kWh
400 watts	116 kWh

High Pressure Sodium Lamps

150 watts	63 kWh
250 watts	116 kWh
400 watts	180 kWh

2. Mercury vapor fixtures are not be available for new installations. Replacement of existing installed fixtures with similar mercury vapor fixtures will be limited to Company stocks of such fixtures.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**STREET LIGHTING & TRAFFIC SIGNALS  
ELECTRICAVAILABILITY

Available to all incorporated municipalities and other governmental agencies, which shall contract for a minimum period of ten (10) years for street lighting and traffic signals for streets, alleys, parks and public places. This applies where the Customer shall own, operate and maintain fixtures and facilities for both street lighting and traffic signals; the Company shall provide, sell and deliver the electric energy requirements.

BASE RATESection A:

Company shall provide and sell the electric energy requirements for Customer owned and maintained street lighting facilities according to the following schedule:

Net rate for each bill:

Meter Charge for each meter

Secondary meter base installation, per meter ..... \$1.99

Meter installation with current transformers, per meter ..... \$3.44

Other meter, per meter ..... \$7.32

Energy Charge for all kWh's per month, per kWh ..... \$.0396

Determination of kWh's for non-metered fixtures

The Customer's monthly kWh's will be determined by the following table for street lighting fixtures and other night lighting units in areas and locations not served from metered street lighting circuits.

	<u>Watts</u>	<u>Lumens</u>	<u>kWh/month</u>
Incandescent Fixtures	295	4,780	100
Mercury Vapor Fixtures	175	7,650	77
	250	11,000	106
	400	19,100	170
	1,000	47,500	410
High Pressure Sodium Fixtures	100	8,550	42
	150	14,400	63
	250	24,750	116
	400	45,000	180
	1,000	126,000	410

The kWh's/month of sizes and types of fixtures not listed above will be established by the Company as needed. Mercury vapor fixtures are not available for new installations. Replacement of existing installed fixtures with similar mercury vapor fixtures will be limited to Company stocks of such fixtures.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**STREET LIGHTING & TRAFFIC SIGNALS (Continued)  
ELECTRICBASE RATE (Continued)Section B:

Company shall provide and sell the electric energy requirements for Customer owned and maintained traffic signals according to the following schedule:

## Net Rate for each bill:

Meter Charge for each meter

Secondary meter base installation, per meter ..... \$1.99

Meter installation with current transformers, per meter ..... \$3.44

Energy Charge for all kWh's per month, per kWh ..... \$.0478

Determination of kWh's for non-metered fixtures:

The Customer's monthly kWh's will be determined by the following table for traffic signal fixtures in areas and locations not served from metered traffic signal circuits.

<u>Description</u>	<u>Partial Operation kWh/month</u>	<u>Continuous Operation kWh/month</u>
3-section 8" signal face (R,Y,G) (90 Watts) .....	55 <sup>1</sup>	66
3-section 12" signal face (R,Y,G)..... (2 @ 90 watts, 1 @ 135 watts)	64 <sup>1</sup>	77
3-section signal face (R,Y,G) .....	71 <sup>1</sup>	85
optically programmed (3 @ 116 Watts)		
3-section signal face (R,Y,G) .....	91 <sup>1</sup>	110
optically programmed (3 @ 150 Watts)		
5-section signal face .....	64 <sup>1</sup>	100
(R,Y,G,Y arrow, G arrow)		
(4 @ 90 watts, 1 @ 135 watts)		
2-section signal face (Walk/Don't Walk).....	44 <sup>2</sup>	66
(2 @ 90 watts)		
1-section signal face (special function) .....	15 <sup>2</sup>	22
(1 @ 90 watts)		
1-section signal face (flashing beacon).....		33
(1 @ 90 watts)		
2-section school signal (2 @ 90 watts) .....	4 <sup>3</sup>	
1-section school signal (1 @ 90 watts) .....	2 <sup>3</sup>	

<sup>1</sup>16 hours continuous operation, 8 hours partial operation  
<sup>2</sup>16 hours continuous operation, 8 hours no operation  
<sup>3</sup>3 hours per day for 5 days a week for 9 months per year

The kWh's/month of sizes and types of fixtures not listed above will be established by the Company as needed.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**STREET LIGHTING & TRAFFIC SIGNALS (Continued)  
ELECTRICLATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES1. Use of Company Poles

Approval for attachments of Customer equipment on Company poles is required. All Customer attachments to Company poles shall be made in accordance with the National Electric Safety Code (NESC).

If the Company poles are of insufficient height to support the Customer attachments in accordance with the NESC or Company Standards, the Customer shall reimburse the cost to the Company for the non-betterment portion. This will include the cost of poles, removal of existing poles and replacement with new poles less any salvage value.

Any work performed on Company poles that requires rearranging or moving of Customer-owned facilities shall be performed by the Customer at no cost to the Company.

2. Facilities

- a) Customer shall install, own and maintain all secondaries if the customer supplies Customer-owned lights only.
- b) The Company shall install, own and maintain all secondaries if Company supplies other Company customers as well as Customer lighting.
- c) The Company shall make all connections between Customer-owned secondaries or individual light fixtures to Company secondaries or transformers.
- d) If Company in the future requires use of Customer-owned secondaries, the Company shall own and maintain the secondaries as needed to supply future customers as well as maintain existing service to the Customer street lighting circuits.
- e) The character of street lighting circuit (series or multiple) shall be determined by the Company.

3. Electric Servicea) Delivery Points

The Company shall deliver and the Customer agrees to receive electric service at the delivery points to be agreed upon by the Company and the Customer.

As additions and deletions are made on the unmetered street lighting circuits and traffic signals, the Customer shall notify the Company in writing as to the type of light, number of lights, lumens, voltage, wattage, and a drawing which includes the location, street name, secondaries, and addresses in the area.

All requests shall be made at least ten (10) Company working days in advance. Additional time may be required for large projects.



**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**

STREET LIGHTING & TRAFFIC SIGNALS (Continued)  
ELECTRIC

3. Electric Service (Continued)b) Voltage, Frequency and Phase

The voltage, frequency and phase of all service under this schedule shall be only as specified by the Company.

c) Safety

1) Customer shall notify the Company for the following:

(a) To connect or disconnect from the Company secondaries.

(b) Repair and maintenance of existing series circuits if primary conductors are attached to the same crossarm or above the Company's conductors.

(c) To cover the Company primaries with insulating equipment.

2) Customer shall perform all work covered under this schedule in a safe manner and in accordance with the NESC and all applicable federal, state and local laws and regulations.

d) Tree Trimming and Maintenance

It shall be the Customer's responsibility for trimming trees in order to maintain sufficient clearances from customer facilities and equipment so as not to interrupt the supply of service from the Company.

4. Review of Existing Facilities

The Customer agrees to perform a review of all Customer-owned facilities in conjunction with Company personnel. The review will be conducted a minimum of every five years. Such review shall include updating of mapping for Customer-owned facilities, verification of existing type, size and location of facilities, and a review of safety standards and practices pertaining to the placement, operations and maintenance of facilities.

## STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1Original Sheet No. 47

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**

PRIVATE AREA LIGHTING ELECTRIC
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AVAILABILITY

This schedule is available for outdoor lighting service to any customer. (See Special Rules)

FIXTURE RATES (PER LAMP, PER MONTH) (A)

<u>PRIVATE AREA:</u>	<u>Fixture Style</u>	<u>Type</u>	<u>Lamp Size</u>	<u>lumens</u>	<u>Rate</u>
	Standard	MV	175 W	7,650	\$7.18
	Standard	MV	400 W	19,100	\$14.54
	Standard	HPS	150 W	14,400	\$9.09
	Roadway	HPS	150 W	14,400	\$10.98
	Roadway	HPS	250 W	24,750	\$12.26
	Roadway	HPS	400 W	45,000	\$14.04

<u>DIRECTIONAL FLOOD:</u>	<u>Fixture Style</u>	<u>Type</u>	<u>Lamp Size</u>	<u>lumens</u>	<u>Rate</u>
	Standard	MV	400 W	19,100	\$16.37
	Standard	MV	1,000 W	47,500	\$32.50
	Standard	HPS	150 W	14,400	\$9.09
	Standard	HPS	400 W	45,000	\$16.50
	Standard	HPS	1000 W	126,000	\$35.24
	Standard	MH	400 W	23,860	\$17.48
	Standard	MH	1,000 W	82,400	\$32.50

<u>SPECIAL</u>	<u>Fixture Style</u>	<u>Type</u>	<u>Lamp Size</u>	<u>lumens</u>	<u>Rate</u>
	HighMast	HPS	1,000 W	126,000	\$43.12
	Shoebox	MH	1,000 W	82,400	\$38.86
	Shoebox	HPS	1,000 W	126,000	\$42.20
	Shoebox	HPS	400 W	45,000	\$24.17

MV=Mercury Vapor

OH=Overhead

HPS=High Pressure Sodium

UG=Underground

MH=Metal Halide

Issued: 7/3/03

Effective: 8/4/03

Issued by: Dennis Williams, Regulatory Services

Proposed Effective Date: 8/4/03

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**

PRIVATE AREA LIGHTING (Continued) ELECTRIC
-----------------------------------------------

ADDITIONAL FACILITIES (B)Wood Pole Rates (per pole, per month)

<u>Type</u>	<u>size</u>	<u>Standard Service</u>	<u>Secondary Included</u>	<u>Rate</u>
Wood	35'	OH	1 span	\$2.55
Wood	35'	UG	100'	\$6.20

Metal Pole Rates (per pole, per month)

<u>Type</u>	<u>size</u>	<u>Standard Service</u>	<u>Secondary Included</u>	<u>Rate</u>
Galv	39'	OH/UG	1 span or 100'	\$29.53
Bronze (round)	39'	OH/UG	1 span or 100'	\$32.89
Bronze (square)	39'	OH/UG	1 span or 100'	\$42.92
Steel	30'	OH/UG	1 span or 100'	\$18.73
Steel	60'	UG	100'	\$59.31
Decorative	14'	UG	100'	\$30.29

Special Luminaires (per luminaire, per month)

<u>Type</u>	<u>Style</u>	<u>Type</u>	<u>Lamp Size</u>	<u>Lumens</u>	<u>Rate</u>
Decorative	Lantern	HPS	150 W	14,400	\$16.21
Decorative	Acorn	HPS	150 W	14,400	\$13.23
Signliter	Box Mount	HPS	400 W	45,000	\$27.53

Additional UG Secondary (per section, per month)

<u>Section Length</u>	<u>Rate</u>
50'	\$0.78

MV=Mercury Vapor

HPS=High Pressure Sodium

MH=Metal Halide

OH=Overhead

UG=Underground

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&amp;P

**KANSAS CITY, MO 64138**

PRIVATE AREA LIGHTING (Continued) ELECTRIC
-----------------------------------------------

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES - FIXTURES (A)

1. The Company shall own, furnish, install, maintain and deliver electric service to the automatically controlled lighting fixtures conforming to Company standards.
2. No additional facilities charge will be required when the fixtures are mounted on existing distribution poles and served from existing overhead secondary circuits.
3. All lamps will burn every night from dusk to dawn. Upon notice by customer of failure of lamp to operate properly, a reasonable length of time shall be allowed to restore service during the regular working hours.
4. Mercury Vapor fixtures are not available for new installations. Replacement of existing installed fixtures with similar Mercury Vapor fixtures will be limited to Company stock of such fixtures.
5. The minimum contract period for Private Area and Directional Flood fixtures that do not require additional facilities is one year. The minimum contract period for Private Area and Directional Flood fixtures that require additional facilities is three years. The minimum contract for special fixtures is five years. If the service is cancelled prior to the termination of the contract period, the customer shall be charged the lesser of the installation and removal cost or the balance due on this rate schedule for the contract period.
6. The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

SPECIAL RULES - ADDITIONAL FACILITIES (B)

1. The Company shall own, furnish, install, and maintain poles and special luminaires listed under this schedule.
2. The minimum contract period for wood poles is three years. The minimum contract period for metal poles and special luminaires is five years. If the service is cancelled prior to the termination of the contract period, the customer shall be charged the lesser of the installation and removal cost or the balance due on this rate schedule for the contract period.
3. When unusual circumstances exist, overhead and underground secondary facilities will be installed at the charge for additional facilities (See Company Rules and Regulations).
4. Underground service will be provided only where the existing electric service is underground and suitable open terrain is available for cable burial.
5. The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – L&P

**KANSAS CITY, MO 64138**

**OUTDOOR NIGHT LIGHTING  
ELECTRIC**

AVAILABILITY

Available for all overhead outdoor night lighting for non-profit organizations. This rate is limited to lighting loads only.

BASE RATE

Service charge for each bill.....	\$4.66
Energy Charge Per kWh .....	\$.0769

LATE PAYMENT CHARGE

See Company Rules and Regulations

CONDITIONS OF SERVICE

1. Outdoor Night Lighting may burn on a seasonal or annual schedule in accordance with the requirements of the customer.
2. The customer must provide proof of tax exempt status.

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Service on this schedule is not available for motors of any size or for business purposes. Concession stands and other uses will be served under the applicable business electric service rate. The Company will provide a transformer, transformer pole and a maximum of one span of single-phase primary to the customer's installation. The customer will assume full responsibility for all installation and maintenance of the lighting system billed on this rate.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider is applicable to all charges under this schedule.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**RESIDENTIAL SERVICE  
ELECTRICAVAILABILITY

This schedule is available to single family residences, individually metered living units in multiple occupancy buildings, and private rooming houses for all residential uses of electric service including lighting, cooking, house heating, water heating, refrigeration, air conditioning, household appliances, and ordinary domestic uses. The maximum size motor permitted on this rate schedule is ten (10) horsepower. This rate schedule is for single-phase service.

A "residential" ("domestic") customer under this residential rate classification is a customer who purchases electricity for "domestic use." "Domestic use" under this rate classification includes that portion of electricity that is ultimately consumed at a single-family or individually metered multiple-family dwelling, and shall apply to all such purchases regardless of whether the customer is the ultimate consumer.

This schedule is intended to satisfy the provisions of Section 144.030(23) RSMo by establishing and maintaining a system and rate classification of "residential" to cause the residential sales and purchases of electricity under this rate schedule to be considered as sales for domestic use.

Where a portion of a residence unit is used for non-residential purposes, the appropriate general service schedule is applicable to all service. However, if the wiring is arranged so that the service for residential purposes and for non-residential purposes can be metered separately, this schedule will be applied to the residential service. Service to hotels, recognized rooming or boarding houses or to the halls, basement or other common use portions of an apartment building will not be supplied under this schedule.

MONTHLY RATE FOR RESIDENTIAL GENERAL USE, MO860

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$8.05 per month .....	\$8.05 per month
Energy Charge		
First 600 kWh .....	\$0.0840 per kWh .....	\$0.0840 per kWh
Next 400 kWh .....	\$0.0864 per kWh .....	\$0.0575 per kWh
Excess kWh.....	\$0.0908 per kWh .....	\$0.0575 per kWh

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**RESIDENTIAL SERVICE (Continued)  
ELECTRIC

The following will apply when electric space heating has been permanently installed as the primary source of heat for the entire residential premise.

MONTHLY RATE FOR RESIDENTIAL ELECTRIC SPACE HEATING, MO870

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$8.05 per month .....	\$6.64 per month
Energy Charge		
First 600 kWh .....	\$0.0840 per kWh .....	\$0.0840 per kWh
Next 400 kWh .....	\$0.0864 per kWh .....	\$0.0453 per kWh
Excess kWh .....	\$0.0908 per kWh .....	\$0.0376 per kWh

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four summer months shall be defined as the four monthly billing periods of June through September. The eight winter months shall be defined as the eight monthly billing periods of October through May.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge.

RULES AND REGULATIONS

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider" is applicable to all charges under this schedule.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**SMALL GENERAL SERVICE  
ELECTRICAVAILABILITY

This schedule is available for all general service use. Customers receiving service at more than one voltage level will be treated as multiple customers for billing purposes.

This rate is not available for standby, breakdown, supplementary, interruptible, maintenance or resale service.

CHARACTER OF SERVICE

Single-phase, 60 Hertz, nominally 120/240 volt firm electric service, provided from the Company secondary distribution system. Three-phase secondary service shall be available where three-phase facilities are available without additional construction or may be made available at additional charge at voltages not exceeding 480 volts. Three-phase primary distribution service shall be available where primary distribution facilities are available without additional construction or may be made available at additional charge at 2,400, 12,470, or 24,900 nominal volts. Primary service may be served from Company's 69,000 volt or 34,500 volt systems, at Company's option, through Company owned transformation. The customer may request contractual service from the 69,000 volt or 34,500 volt systems, if such systems are available at the customer's point of delivery without additional construction, and the customer provides transformation.

MONTHLY RATE FOR CUSTOMERS WITHOUT DEMAND METER, MO710

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$13.60 per month .....	\$13.60 per month
Energy Charge		
Base Energy .....	\$0.1007 per kWh .....	\$0.0835 per kWh
Seasonal Energy .....	\$0.1007 per kWh .....	\$0.0324 per kWh

ANNUAL BASE ENERGY, MO710

The annual base energy shall be the lesser of (a) 100% of the customer's measured energy during the preceding May billing month or (b) 100% of the customer's measured energy during the preceding October billing month, or (c) 65% of the maximum measured energy established during the preceding four summer billing months. Company will determine the annual base energy each year prior to the October billing month to be used for the following twelve billing months. Company will estimate the annual base energy for customers who have insufficient billing history.

MONTHLY BASE ENERGY AND SEASONAL ENERGY, MO710

Monthly seasonal energy shall be the customer's monthly measured energy in excess of the customer's annual base energy. The monthly base energy shall be the measured energy in excess of the monthly seasonal energy.



**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

SMALL GENERAL SERVICE (Continued) ELECTRIC
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MONTHLY RATE FOR CUSTOMERS WITH DEMAND METERS FOR SERVICE AT SECONDARY VOLTAGE, MO711

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$13.60 per month	\$13.60 per month
Demand Charge		
Base Billing Demand .....	\$3.90 per kW	\$2.90 per kW
Seasonal Billing Demand .....	\$3.90 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use .....	\$0.0790 per kWh	\$0.0675 per kWh
Next 180 hours of use .....	\$0.0579 per kWh	\$0.0568 per kWh
Over 360 hours of use .....	\$0.0461 per kWh	\$0.0461 per kWh
Seasonal Energy Charge		
First 180 hours of use .....	\$0.0790 per kWh	\$0.0324 per kWh
Next 180 hours of use .....	\$0.0579 per kWh	\$0.0324 per kWh
Over 360 hours of use .....	\$0.0461 per kWh	\$0.0324 per kWh

MONTHLY RATE FOR CUSTOMERS WITH DEMAND METER FOR SERVICE AT PRIMARY VOLTAGE, MO716

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$13.60 per month	\$13.60 per month
Demand Charge		
Base Billing Demand .....	\$2.70 per kW	\$1.64 per kW
Seasonal Billing Demand .....	\$2.70 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use .....	\$0.0771 per kWh	\$0.0658 per kWh
Next 180 hours of use .....	\$0.0566 per kWh	\$0.0554 per kWh
Over 360 hours of use .....	\$0.0450 per kWh	\$0.0450 per kWh
Seasonal Energy Charge		
First 180 hours of use .....	\$0.0771 per kWh	\$0.0315 per kWh
Next 180 hours of use .....	\$0.0566 per kWh	\$0.0315 per kWh
Over 360 hours of use .....	\$0.0450 per kWh	\$0.0315 per kWh

ANNUAL BASE DEMAND, MO711 AND MO716

The annual base demand shall be the lesser of (a) 100% of the customer's billing demand during the preceding May billing month or (b) 100% of the customer's billing demand during the preceding October billing month, or (c) 65% of the maximum billing demand established during the preceding four summer billing months. Company will determine the annual base demand each year prior to the October billing month to be used for the following twelve billing months. Company will estimate the annual base demand for customers who have insufficient billing history.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**SMALL GENERAL SERVICE (Continued)  
ELECTRIC**MONTHLY BASE BILLING DEMAND AND SEASONAL BILLING DEMAND, MO711 AND MO716**

Monthly billing demand for customers with demand meters shall be the lesser of the customer's maximum 15-minute integrated demand measured during the current billing period and the customer's monthly energy usage divided by 180 hours only during billing periods when the customer's maximum measured demand does not exceed 100 kW. During monthly billing periods in which the customer's maximum measured demand exceeds 100 kW, the monthly billing demand shall be the customer's maximum measured demand.

The monthly seasonal billing demand shall be the monthly billing demand in excess of the customer's annual base demand. The monthly base billing demand shall be the monthly billing demand in excess of the customer's monthly seasonal billing demand.

**MONTHLY BASE ENERGY AND SEASONAL ENERGY, MO711 AND MO716**

The customer's energy usage during the month shall be apportioned to the base energy and seasonal energy in the same proportion as the customer's monthly base billing demand and seasonal billing demand. The monthly base energy and seasonal energy shall be apportioned to the hours of use rate blocks based on the monthly base billing demand and seasonal billing demand.

**DEFINITION OF SUMMER AND WINTER BILLING PERIOD**

The four summer months shall be defined as the four monthly billing periods of June through September. The eight winter months shall be defined as the eight monthly billing periods of October through May.

**HOURS OF USE**

The kWh of energy usage per kW of demand.

**DEMAND METERS**

When energy usage of the customer exceeds 5,400 kWh per month or Company has reason to believe that the customer's demand exceeds 30 kW regardless of the energy usage, Company shall install a demand meter. A customer may request and Company shall install a demand meter regardless of the customer's energy usage, if customer has reason to believe that their energy usage exceeds 180 hours of use.

**MINIMUM MONTHLY BILL**

The minimum monthly bill shall be the customer charge.

**RULES AND REGULATIONS**

Service will be furnished under, and this schedule shall be subject to, Company Rules and Regulations.

The above rate or minimum bill does not include franchise, occupational or sales taxes. The Company "Tax and License Rider" is applicable to all service and charges under this schedule.

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For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**LARGE GENERAL SERVICE  
ELECTRICAVAILABILITY

This schedule is available for all general service use.

All service will be provided through one (set of) compound watt-hour and demand meter(s) for each delivery point. A delivery point is defined as the point of metering from which the customer receives service from Company's secondary or primary distribution system. Customers receiving service at more than one voltage level will be treated as multiple customers for billing purposes.

This rate is not available for standby, breakdown, supplementary, maintenance or resale service.

CHARACTER OF SERVICE

Single-phase, 60 Hertz, nominally 120/240 volt firm electric service, provided from the Company's secondary distribution system. Three-phase secondary service shall be available where three-phase facilities are available without additional construction or may be made available at additional charge at voltages not exceeding 480 volts. Three-phase primary distribution service shall be available where primary distribution facilities are available without additional construction or may be made available at additional charge at 2,400, 12,470, or 24,900 nominal volts. Primary service may be served from Company's 69,000 volt or 34,500 volt systems, at Company's option, through Company owned transformation. The customer may request contractual service from the 69,000 volt or 34,500 volt systems, if such systems are available at the customer's point of delivery without additional construction, and the customer provides transformation.

MONTHLY RATE FOR SERVICE AT SECONDARY VOLTAGE, MO720

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$52.97 per month	\$52.97 per month
Demand Charge		
Base Billing Demand .....	\$3.91 per kW	\$2.71 per kW
Seasonal Billing Demand .....	\$3.91 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use.....	\$0.0738 per kWh	\$0.0539 per kWh
Next 180 hours of use .....	\$0.0539 per kWh	\$0.0453 per kWh
Over 360 hours of use.....	\$0.0460 per kWh	\$0.0430 per kWh
Seasonal Energy Charge		
First 180 hours of use.....	\$0.0738 per kWh	\$0.0324 per kWh
Next 180 hours of use .....	\$0.0539 per kWh	\$0.0324 per kWh
Over 360 hours of use.....	\$0.0430 per kWh	\$0.0324 per kWh

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**KANSAS CITY, MO 64138**LARGE GENERAL SERVICE (Continued)  
ELECTRICMONTHLY RATE FOR SERVICE AT PRIMARY VOLTAGE, MO725

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$52.97 per month	\$52.97 per month
Demand Charge		
Base Billing Demand .....	\$2.71 per kW	\$1.64 per kW
Seasonal Billing Demand .....	\$2.71 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use .....	\$0.0719 per kWh	\$0.0527 per kWh
Next 180 hours of use .....	\$0.0527 per kWh	\$0.0444 per kWh
Over 360 hours of use .....	\$0.0419 per kWh	\$0.0419 per kWh
Seasonal Energy Charge		
First 180 hours of use .....	\$0.0719 per kWh	\$0.0315 per kWh
Next 180 hours of use .....	\$0.0527 per kWh	\$0.0315 per kWh
Over 360 hours of use .....	\$0.0419 per kWh	\$0.0315 per kWh

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four summer months shall be defined as the four monthly billing periods of June through September. The eight winter months shall be defined as the eight monthly billing periods of October through May.

HOURS OF USE

The kWh of energy usage per kW of demand.

ANNUAL BASE DEMAND

The annual base demand shall be the lesser of (a) 100% of the customer's measured demand during the preceding May billing month or (b) 100% of the customer's measured demand during the preceding October billing month, or (c) 65% of the maximum measured demand established during the preceding four summer billing months. Company will determine the annual base demand each year prior to the October billing month to be used for the following twelve billing months. Company will estimate the annual base demand for customers who have insufficient billing history.

MONTHLY BASE BILLING DEMAND AND SEASONAL BILLING DEMAND

The monthly billing demand shall be the customer's maximum 15-minute integrated demand measured during the month, but in no event less than 100 kW. The monthly seasonal billing demand shall be the monthly measured demand in excess of the customer's annual base demand. The monthly base billing demand shall be the monthly billing demand in excess of the customer's monthly seasonal billing demand.

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For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

LARGE GENERAL SERVICE (Continued)  
ELECTRIC

MONTHLY BASE ENERGY AND SEASONAL ENERGY

The monthly base demand shall be lesser of the customer's monthly measured demand and the customer's annual base demand. The monthly seasonal demand shall be the monthly measured demand in excess of the customer's monthly base demand. The customer's energy usage during the month shall be apportioned to base energy and seasonal energy in the same proportion as the customer's monthly base demand and seasonal demand, as defined in this paragraph. The monthly base energy and seasonal energy shall be apportioned to the hours of use rate blocks based on the monthly base demand and seasonal demand.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge plus the monthly demand charge.

RULES AND REGULATIONS

Service will be furnished under and this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include franchise, occupational or sales taxes. The Company "Tax and License Rider" is applicable to all service and charges under this schedule.

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For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**LARGE POWER SERVICE  
ELECTRICAVAILABILITY

This schedule is available for all nonresidential use.

All service will be provided through one (set of) compound watt-hour and demand meter(s) for each delivery point. A delivery point is defined as the point of metering from which the customer receives service from Company's secondary or primary distribution system. Customers receiving service at more than one voltage level will be treated as multiple customers for billing purposes.

This rate is not applicable for standby, breakdown, supplementary, maintenance or resale service.

CHARACTER OF SERVICE

Single-phase, 60 Hertz, nominally 120/240 volt firm electric service, provided from the Company's secondary distribution system. Three-phase secondary service shall be available where three-phase facilities are available without additional construction or may be made available at additional charge at voltages not exceeding 480 volts. Three-phase primary distribution service shall be available where primary distribution facilities are available without additional construction or may be made available at additional charge at 2,400, 12,470, or 24,900 nominal volts. Primary service may be served from Company 's 69,000 volt or 34,500 volt systems, at Company 's option, through Company owned transformation. The customer may request contractual service from the 69,000 volt or 34,500 volt systems, if such systems are available at the customer's point of delivery without additional construction, and the customer provides transformation.

MONTHLY RATE FOR SERVICE AT SECONDARY VOLTAGE, MO730

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$143.43 per month	\$143.43 per month
Demand Charge		
Base Billing Demand .....	\$7.85 per kW	\$5.75 per kW
Seasonal Billing Demand .....	\$7.85 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use.....	\$0.0627 per kWh	\$0.0416 per kWh
Next 180 hours of use .....	\$0.0412 per kWh	\$0.0373 per kWh
Over 360 hours of use.....	\$0.0330 per kWh	\$0.0330 per kWh
Seasonal Energy Charge		
First 180 hours of use.....	\$0.0627 per kWh	\$0.0324 per kWh
Next 180 hours of use .....	\$0.0412 per kWh	\$0.0324 per kWh
Over 360 hours of use.....	\$0.0330 per kWh	\$0.0324 per kWh

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For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**LARGE POWER SERVICE (Continued)  
ELECTRICMONTHLY RATE FOR SERVICE AT PRIMARY VOLTAGE, MO735

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$143.43 per month	\$143.43 per month
Demand Charge		
Base Billing Demand .....	\$6.55 per kW	\$4.19 per kW
Seasonal Billing Demand .....	\$6.55 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use .....	\$0.0612 per kWh	\$0.0406 per kWh
Next 180 hours of use .....	\$0.0400 per kWh	\$0.0364 per kWh
Over 360 hours of use .....	\$0.0322 per kWh	\$0.0322 per kWh
Seasonal Energy Charge		
First 180 hours of use .....	\$0.0612 per kWh	\$0.0315 per kWh
Next 180 hours of use .....	\$0.0400 per kWh	\$0.0315 per kWh
Over 360 hours of use .....	\$0.0322 per kWh	\$0.0315 per kWh

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four summer months shall be defined as the four monthly billing periods of June through September. The eight winter months shall be defined as the eight monthly billing periods of October through May.

HOURS OF USE

The kWh of energy usage per kW of demand.

ANNUAL BASE DEMAND

The annual base demand shall be the lesser of (a) 100% of the customer's measured demand during the preceding May billing month or (b) 100% of the customer's measured demand during the preceding October billing month, or (c) 65% of the maximum measured demand established during the preceding four summer billing months. Company will determine the annual base demand each year prior to the October billing month to be used for the following twelve billing months. Company will estimate the annual base demand for customers who have insufficient billing history.

MONTHLY BASE BILLING DEMAND AND SEASONAL BILLING DEMAND

The monthly billing demand shall be the customer's maximum 15-minute integrated demand measured during the month, but in no event less than 500 kW. The monthly seasonal billing demand shall be the monthly measured demand in excess of the customer's annual base demand. The monthly base billing demand shall be the monthly billing demand in excess of the customer's monthly seasonal billing demand.

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For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

LARGE POWER SERVICE (Continued) ELECTRIC
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MONTHLY BASE ENERGY AND SEASONAL ENERGY

The monthly base demand shall be lesser of the customer's monthly measured demand and the customer's annual base demand. The monthly seasonal demand shall be the monthly measured demand in excess of the customer's monthly base demand. The customer's energy usage during the month shall be apportioned to base energy and seasonal energy in the same proportion as the customer's monthly base demand and seasonal demand, as defined in this paragraph. The monthly base energy and seasonal energy shall be apportioned to the hours of use rate blocks based on the monthly base demand and seasonal demand.

REACTIVE DEMAND ADJUSTMENT

Company shall determine customer's maximum reactive demand in kVar. Each month a charge or credit of \$0.33 shall be made for each kVar by which the maximum reactive demand is respectively, greater or less than 50% of customer's maximum kW demand for that month, provided, that the number of kVar for which credit is given shall not be more than 50% of the customer's maximum kW demand in that month.

The reactive demand adjustment will be based on the ratio of the customer's maximum monthly 15-minute reactive demand in kVar to the customer's maximum kW demand for the billing period.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge plus the monthly demand charge.

RULES AND REGULATIONS

Service will be furnished under and this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include franchise, occupational or sales taxes. The Company "Tax and License Rider" is applicable to all service and charges under this schedule.



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For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**SCHOOL AND CHURCH SERVICE  
ELECTRICAVAILABILITY

This schedule is available to all nonprofit schools and churches. This schedule is not available to living quarters, offices, or other residential or commercial property owned by nonprofit school and church organizations. This rate schedule is frozen as of June 29, 1993. No new customers will be added to this rate schedule after June 29, 1993.

CHARACTER OF SERVICE

Single-phase, 60 Hertz, nominally 120/240 volt firm electric service, provided from the Company's secondary distribution system. Three-phase secondary service shall be available where three-phase facilities are available without additional construction or may be made available at additional charge at voltages not exceeding 480 volts. Three-phase primary distribution service shall be available where primary distribution facilities are available without additional construction or may be made available at additional charge at 2,400, 12,470, or 24,900 nominal volts. Primary service may be served from Company's 69,000 volt or 34,500 volt systems, at Company's option, through Company owned transformation. The customer may request contractual service from the 69,000 volt or 34,500 volt systems, if such systems are available at the customer's point of delivery without additional construction, and the customer provides transformation.

MONTHLY RATE FOR SERVICE AT SECONDARY VOLTAGE, MO740

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$13.87 per month .....	\$13.87 per month
Energy Charge		
Base Energy .....	\$0.0890 per kWh .....	\$0.0738 per kWh
Seasonal Energy .....	\$0.0890 per kWh .....	\$0.0379 per kWh

MONTHLY RATE FOR SERVICE AT PRIMARY VOLTAGE, MO745

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$13.87 per month .....	\$13.87 per month
Energy Charge		
Base Energy .....	\$0.0867 per kWh .....	\$0.0720 per kWh
Seasonal Energy .....	\$0.0867 per kWh .....	\$0.0370 per kWh

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four summer months shall be defined as the four monthly billing periods of June through September. The eight winter months shall be defined as the eight monthly billing periods of October through May.

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For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

SCHOOL AND CHURCH SERVICE (Continued) ELECTRIC
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ANNUAL BASE ENERGY

The annual base energy shall be the lesser of (a) 100% of the customer's measured energy during the preceding May billing month or (b) 100% of the customer's measured energy during the preceding October billing month, or (c) 65% of the maximum measured energy established during the preceding four summer billing months. Company will determine the annual base energy each year prior to the October billing month to be used for the following twelve billing months. Company will estimate the annual base energy for customers who have insufficient billing history.

MONTHLY BASE ENERGY AND SEASONAL ENERGY

Monthly seasonal energy shall be the customer's monthly measured energy in excess of the customer's annual base energy. The monthly base energy shall be the measured energy in excess of the monthly seasonal energy.

DEMAND METERS

When energy usage of the customer exceeds 5,400 kWh per month or Company has reason to believe that the customer's demand exceeds 30 kW regardless of the energy usage, Company shall install a demand meter.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge.

RULES AND REGULATIONS

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider" is applicable to all charges under this schedule.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138****MUNICIPAL WATER PUMPING AND SPECIAL STREET LIGHTING SERVICE  
ELECTRIC**AVAILABILITY

This schedule is available for municipal water pumping service and special street lighting service to all cities, communities, counties, homeowners associations, or other entities in which Company sells electricity. Such street lighting service shall be for only new street lighting systems installed, owned, and maintained by any of the above entities. This rate schedule is frozen as of June 29, 1993. No new customers will be added to this rate schedule after June 29, 1993.

MONTHLY RATE, MO800

First 150 kWh used for \$10.71

Excess kWh used at \$0.0711 per kWh

MINIMUM MONTHLY BILL

The minimum monthly bill shall be \$10.71.

RULES AND REGULATIONS

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider" is applicable to all charges under this schedule.

Service for street lighting purposes under this schedule shall be available only by contract and at points designated by Company. Such points of service shall be at Company's existing distribution system and at the available distribution secondary voltage. At Company's option when known street lighting loads are connected, Company may estimate monthly consumptions instead of metering at each point of delivery.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 65

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

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For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

MUNICIPAL PARK AND RECREATION SERVICE ELECTRIC
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AVAILABILITY

This schedule is available to communities served by Company at retail electric service for lighting and power for municipal parks use for recreational purposes, for sewage disposal plants and sewage lift stations. This schedule is available for single-phase and three-phase service under provisions of Company Rules and Regulations. This rate schedule is frozen as of June 29, 1993. No new customers will be added to this rate schedule after June 29, 1993.

MONTHLY RATE

All kWh used at \$0.0904 per kWh.

MINIMUM MONTHLY BILL

RATE MO810

Minimum bill per month for single-phase service is \$8.59.

RATE MO811

Minimum bill per month for three-phase service is \$28.68.

RULES AND REGULATIONS

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider" is applicable to all charges under this schedule.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 66

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

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For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

RESIDENTIAL SERVICE TIME-OF-DAY  
ELECTRIC

AVAILABILITY

This schedule is available to all residential customers at their request. The customer agrees to provide access to a telephone line for transmitting data from the meter. All customers accepting service under this schedule must remain on this schedule for at least one year.

CHARACTER OF SERVICE

Alternating current at approximately 60 Hertz, single-phase and at such voltage as Company may have available for the service required.

BILLING PERIODS

	<u>Summer</u>	<u>Winter</u>
<u>Weekdays</u>		
Peak	1:00 PM - 8:00 PM	7:00 AM -10:00 PM
Shoulder	6:00 AM - 1:00 PM	
Shoulder	8:00 PM -10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	10:00 PM - 7:00 AM
 <u>Weekends</u>		
Shoulder	6:00 AM -10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	All hours

MONTHLY RATE, MO600

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$14.25 per month .....	\$14.25 per month
 Energy Charge		
Peak .....	\$0.1533 per kWh .....	\$0.0984 per kWh
Shoulder .....	\$0.0852 per kWh	
Off-Peak .....	\$0.0511 per kWh .....	\$0.0393 per kWh

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four summer months shall be defined as the four monthly billing periods of June through September. The eight winter months shall be defined as the eight monthly billing periods of October through May.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge.

RULES AND REGULATIONS

Service will be furnished under, and this schedule shall be subject to, Company Rules and Regulations.

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider" is applicable to all charges under this schedule.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 67

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

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**AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

GENERAL SERVICE TIME-OF-DAY  
ELECTRIC

AVAILABILITY

This schedule is available to all general service customers at their request. The customer agrees to provide access to a telephone line for transmitting data from the meter. All customers accepting service under this schedule must remain on this schedule for at least one year.

This rate is not available for standby, breakdown, supplementary, maintenance or resale service.

CHARACTER OF SERVICE

Alternating current at approximately 60 Hertz, single-phase or three-phase service and at such voltage as Company may have available for the service required.

BILLING PERIODS

	<u>Summer</u>	<u>Winter</u>
<u>Weekdays</u>		
Peak	1:00 PM - 8:00 PM	7:00 AM -10:00 PM
Shoulder	6:00 AM - 1:00 PM	
Shoulder	8:00 PM -10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	10:00 PM - 7:00 AM
 <u>Weekends</u>		
Shoulder	6:00 AM -10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	All hours

MONTHLY RATE FOR SINGLE-PHASE SERVICE, MO610

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$19.15 per month .....	\$19.15 per month
 Energy Charge		
Peak .....	\$0.1604 per kWh .....	\$0.1040 per kWh
Shoulder .....	\$0.0891 per kWh	
Off-Peak .....	\$0.0535 per kWh .....	\$0.0416 per kWh

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**KANSAS CITY, MO 64138**GENERAL SERVICE TIME-OF-DAY (Continued)  
ELECTRICMONTHLY RATE FOR SINGLE-PHASE SERVICE WITH DEMAND CHARGE, MO620

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$19.15 per month .....	\$19.15 per month
Peak Demand Charge.....	\$8.19 per kW .....	\$0.00 per kW
Energy Charge		
Peak .....	\$0.0981 per kWh .....	\$0.0817 per kWh
Shoulder .....	\$0.0544 per kWh	
Off-Peak .....	\$0.0327 per kWh .....	\$0.0327 per kWh

Single-phase customers have the option of being served on either CIS+ rate code MO610 or CIS+ rate code MO620 regardless of whether or not they have a demand meter installed at their premise.

MONTHLY RATE FOR THREE-PHASE SERVICE WITH SECONDARY VOLTAGE, MO630

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$64.10 per month .....	\$64.10 per month
Peak Demand Charge.....	\$8.19 per kW .....	\$0.00 per kW
Energy Charge		
Peak .....	\$0.0981 per kWh .....	\$0.0817 per kWh
Shoulder .....	\$0.0544 per kWh	
Off-Peak .....	\$0.0327 per kWh .....	\$0.0327 per kWh

MONTHLY RATE FOR THREE-PHASE SERVICE WITH PRIMARY VOLTAGE, MO640

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$64.10 per month .....	\$64.10 per month
Peak Demand Charge.....	\$5.59 per kW .....	\$0.00 per kW
Energy Charge		
Peak .....	\$0.0955 per kWh .....	\$0.0796 per kWh
Shoulder .....	\$0.0531 per kWh	
Off-Peak .....	\$0.0319 per kWh .....	\$0.0319 per kWh

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For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

GENERAL SERVICE TIME-OF-DAY (Continued) ELECTRIC
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MONTHLY BILLING DEMAND

Monthly billing demand for customers on CIS+ rate codes MO620, MO630 and MO640 shall be the customer's maximum 15-minute integrated demand measured during the Peak billing periods of the month.

DEMAND METERS

When energy usage of the customer exceeds 5,400 kWh per month or Company has reason to believe that the customer's demand exceeds 30 kW regardless of the energy usage, Company shall install a demand meter.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge.

RULES AND REGULATIONS

Service will be furnished under, and this schedule shall be subject to, Company Rules and Regulations.

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider" is applicable to all charges under this schedule.



## STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1Original Sheet No. 70

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**THERMAL ENERGY STORAGE PILOT PROGRAM  
ELECTRICAVAILABILITY

This schedule is available for electric service when used for thermal storage equipment to provide space conditioning requirements. Thermal storage equipment as defined herein must incorporate storage mediums of water, ice, or other phase change materials and would normally utilize loads of chillers, boilers, pumps or fans. The customer agrees to provide Company access to a telephone line suitable for transmitting data from the meter.

This pilot program is not available for residential, standby, breakdown, supplementary, maintenance or resale service. Company reserves the right to approve all customers receiving service under this rate schedule based on the customer's ability to demonstrate they can reduce their on-peak demand by more than 50 kW per a feasibility study. This pilot program will not be available to new customers subsequent to September 12, 1997.

CHARACTER OF SERVICE

Alternating current at approximately 60 Hertz, three-phase service and at such voltage as Company may have available for the service required.

BILLING PERIODS

	<u>Summer</u>	<u>Winter</u>
<u>Weekdays</u>		
Peak	1:00 PM - 8:00 PM	7:00 AM -10:00 PM
Shoulder	6:00 AM - 1:00 PM	
Shoulder	8:00 PM -10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	10:00 PM - 7:00 AM
<u>Weekends</u>		
Shoulder	6:00 AM -10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	All hours

MONTHLY RATE FOR SECONDARY VOLTAGE, MO650

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$154.56 per month .....	\$154.56 per month
Demand Charge .....	\$7.85 per kW .....	\$5.75 per kW
Energy Charge		
Peak .....	\$0.0624 per kWh .....	\$0.0350 per kWh
Shoulder .....	\$0.0350 per kWh	
Off-Peak .....	\$0.0315 per kWh .....	\$0.0315 per kWh

Issued: 7/3/03

Effective: 8/4/03

Issued by: Dennis Williams, Regulatory Services

Proposed Effective Date: 8/4/03

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**
 THERMAL ENERGY STORAGE PILOT PROGRAM (Continued)  
 ELECTRIC
MONTHLY RATE FOR SECONDARY VOLTAGE, MO660

	<u>Summer</u>	<u>Winter</u>
Customer Charge .....	\$154.56 per month	\$154.56 per month
Demand Charge .....	\$6.55 per kW	\$4.19 per kW
Energy Charge		
Peak .....	\$0.0624 per kWh	\$0.0350 per kWh
Shoulder .....	\$0.0350 per kWh	
Off-Peak .....	\$0.0315 per kWh	\$0.0315 per kWh

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four summer months shall be defined as the four monthly billing periods occurring June through September. The eight winter months shall be defined as the eight monthly billing periods occurring October through May.

MONTHLY BILLING DEMAND

Monthly billing demand shall be the customer's maximum 15-minute integrated demand measured in the peak billing period during the billing month.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge.

RULES AND REGULATIONS

Service will be furnished under, and this schedule shall be subject to, Company Rules and Regulations.

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider" is applicable to all charges under this schedule.

This rate schedule is considered a pilot program and Company may, by subsequent filing, limit the availability, modify, or eliminate this rate option as additional information is gathered regarding thermal energy storage technology.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 72

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

MODINE MANUFACTURING COMPANY  
ELECTRIC

AVAILABILITY

This schedule is available to Modine Manufacturing Company for secondary service on an annual basis for lighting, heating or power per contract entered into August 11, 1972 and revised on April 3, 1979.

Billing is based on the rates shown below, or as subsequently revised and approved by the Missouri Public Service Commission.

MONTHLY RATE, MO919

First 1,000 kWh used at \$0.0749 per kWh  
Next 2,000 kWh used at \$0.0668 per kWh  
Next 7,000 kWh used at \$0.0589 per kWh  
Next 40,000 kWh used at \$0.0514 per kWh  
Over 50,000 kWh used at \$0.0471 per kWh

MINIMUM MONTHLY BILL

The minimum monthly bill shall be \$47.85.

RULES AND REGULATIONS

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider" is applicable to all charges under this schedule.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

REAL-TIME PRICE (RTP) PROGRAM  
ELECTRIC

PURPOSE

Real-time pricing (RTP) offers customers electricity at marginal-cost based prices. This offers customers the ability to more accurately respond to the true costs of providing power. Customers benefit from the opportunity to consume more power during relatively frequent low-cost hours, while reducing usage during the relatively few high-cost hours.

Hourly prices under the RTP program will be provided on a day-ahead basis to customers. Prices become binding at 4:00 p.m. for the following day. Prices for weekends, holidays, and the business day following them will normally be provided on the preceding business day. Power under the RTP program is firm.

AVAILABILITY

This service is available to all customers who agree to abide by the terms and conditions of the service agreement.

This program is not available for resale, standby, back-up, or supplemental service.

CHARACTER OF SERVICE

Single-phase, 60 Hertz, nominally 120/240 volt firm electric service, provided from the Company secondary distribution system. Three-phase secondary service shall be available where three-phase facilities are available without additional construction or may be made available at additional charge at voltages not exceeding 480 volts. Three-phase primary distribution service shall be available where primary distribution facilities are available without additional construction or may be made available at additional charge at 2,400, 12,470, or 24,900 nominal volts. Primary service may be served from Company's 69,000 volt or 34,500 volt systems, at Company's option, through Company owned transformation. The customer may request contractual service from the 69,000 volt or 34,500 volt systems, if such systems are available at the customer's point of delivery without additional construction, and the customer provides transformation.

MONTHLY RATE

RTP Bill = Base Bill + Incremental Energy Charge + RTP Service Charge + Reactive Demand Adjustment.

The components of the RTP Bill are defined below.

$$\text{Base Bill} = \text{Standard Tariff Bill} + \beta * (\text{Standard Tariff Bill} - \sum_h (P_h^{\text{RTP}} * \text{CBL}_h))$$

Standard Tariff Bill is the customer baseline load (CBL, defined below) for the billing month, billed under the current prices of the customer's standard tariff, (the tariff under which the customer was billed prior to joining the RTP program). The Standard Tariff Bill excludes the Reactive Demand Adjustment.

$\beta$  is an adjustment to the Standard Tariff Bill. Company will offer Basic RTP Service with  $\beta$  equal to zero and may offer Premium RTP Service with  $\beta$  equal to 0.05

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**
**REAL-TIME PRICE (RTP) PROGRAM (Continued)**  
**ELECTRIC**
MONTHLY RATE (Continued)

$$\text{Incremental Energy Charge} = \sum_h P_h^{\text{RTP}} * (\text{Actual Load}_h - \text{CBL}_h)$$

$\sum_h$  indicates a summation across all hours in the billing month.

Actual Load<sub>h</sub> is the customer's actual energy use in the hour (kWh).

CBL<sub>h</sub> is the baseline hourly energy use. (See below.)

$P_h^{\text{RTP}}$ , the real-time price, is calculated as:

$$P_h^{\text{RTP}} = \alpha * MC_h + (1 - \alpha) * P_h^{\text{STD}}$$

MC<sub>h</sub> is the day-ahead forecast of hourly short-run marginal cost of providing energy to Missouri retail customers, including provisions for line losses.

Marginal costs include the marginal cost of real power and operating reserves and a proxy for the marginal cost of transmission. (See below for a description of this proxy.)

$P_h^{\text{STD}}$  is the hourly effective energy charge of the customer's Standard Tariff Bill, calculated from the applicable standard (non-RTP) price schedule. It is the change in the Standard Tariff Bill due to a change in usage and includes both energy and demand charges.

$\alpha$  is the weight of marginal cost in defining retail price, with value of 0.8 for regular RTP service and 0.95 for RTP Premium service.

Marginal cost of transmission: for service during non-holiday, weekday hours of 3 PM through 7 PM during the months of June through August a transmission congestion charge of \$0.0381 /kWh will be applied. (This charge applies only for consumption above the CBL.) These prices apply to the primary voltage level. For customer service at other voltage levels an adjustment for energy loss rate differences will be applied. Since an Independent System Operator (ISO) may come into existence with jurisdiction over Company's service territory, this tariff component will be subject to revision that comes into force at the effective date of ISO service initiation.

RTP Service Charge = \$237.65 per month for customers whose customer baseline load (CBL) peak demand exceeds 500 kW for three consecutive months.  
\$267.35 per month for all other customers.

Reactive Demand Adjustment is the adjustment found in the tariff that served the RTP customer prior to joining RTP. The price of the reactive demand is the current price under that tariff.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

REAL-TIME PRICE (RTP) PROGRAM (Continued) ELECTRIC
-------------------------------------------------------

**CUSTOMER BASELINE LOAD**

The customer baseline load (CBL) represents the electricity consumption pattern typical of the RTP customer's operations were they to remain on the standard tariff. The CBL is specific to each individual customer and includes hourly load plus billing aggregates such as peak demand necessary to calculate the base bill under the customer's standard tariff. The CBL is determined in advance of the customer's taking RTP service and is part of the customer's service agreement.

The CBL will be based, whenever possible, on existing load information. Company reserves the right to adjust the CBL to allow for special circumstances. The CBL is used to ensure revenue neutrality on a customer-specific basis, and must be mutually agreed upon by both the customer and Company before service commences. The CBL will be in force for the duration of the customer's RTP service agreement.

**TRANSMISSION AND DISTRIBUTION**

Transmission and distribution charges are currently bundled into Standard Tariff Bill charges.

If Company is required to either increase the capacity or accelerate its plans for increasing capacity of the transmission or distribution facilities or other equipment necessary to accommodate a customer's increased load, then an additional facilities charge will be assessed.

**REACTIVE DEMAND ADJUSTMENT**

The Reactive Demand Adjustment will be billed, where applicable, in accordance with the customer's otherwise applicable, non-RTP, standard tariff. The customer's Standard Tariff Bill does not include any reactive demand charges.

**PRICE DISPATCH AND CONFIRMATION**

Company will transmit hourly prices for the following day by no later than 4:00 p.m. Company may provide forecasts of prices several days in advance; however, these prices may subsequently be revised or updated as conditions warrant. Company is not responsible for failure of Customer to receive and act upon the Price Quote. It is Customer's responsibility to inform Company by 5:00 p.m. of failure to receive the Price Quote for the following day. The actions taken by the Customer based on the Price Quote are the Customer's responsibility.

**CURTAILABLE CUSTOMERS**

Curtailable customers can participate in RTP service using one of three options:

**Option 1: Conversion to Firm Power Status:** The customer can terminate their curtailability contract, revert to the applicable standard tariff and join RTP.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**
**REAL-TIME PRICE (RTP) PROGRAM (Continued)  
ELECTRIC**
**CURTAILABLE CUSTOMERS (Continued)**

**Option 2: Retain Curtailable Contract but Add a Buy-through Option:** The customer retains their curtailable contract and obtains the privilege of “buying through” their firm power level at times of curtailment at the posted real-time price. The value of the curtailability discount will be reduced by fifty (50) percent. At times of curtailment calls, the CBL of such a customer will be set to the lesser of the existing CBL value and the customer’s firm power level. The customer will be able to exceed their firm power level during curtailment periods without penalty by purchasing incremental load at the real-time price and will be reimbursed at the same real-time price for reductions below the CBL.

**Option 3: Retain Curtailable Contract:** The Curtailment provisions of the rider will continue to apply as stated in the rider. The marginal cost of real power and operating reserves and the proxy for the marginal cost of transmission included in the hourly real-time price will not be applied to the interruptible portion of the Customer’s Baseline Load. At times of curtailment calls, the CBL of such a customer will be set to the lesser of the existing CBL value and the customer’s firm power level.

**PRICE QUOTES FOR FIXED QUANTITIES**

To further manage risks, customers will have the option to contract with Company for short-term power transactions at a price for pre-specified departures from the customer’s previously established CBL. The duration of such contracts is not to exceed six months or be shorter than one week. Company and Customer will mutually agree on the pricing structure and quantities to be used for the Price Quote, including but not limited to, hourly prices, prices by time period or seasons, price caps and floors, collars, etc.

Customer may contract through Company representative for quotes for fixed power levels at pre-specified fixed quantities. Company will solicit bids for power from neighboring suppliers that meet customer’s schedule, quantities, and pricing structure. Upon agreement by Customer a transaction fee of \$178.23 per contract will be applied to recover costs to initiate, administer, and bill for hedging services.

All power is delivered and titled to Company and may be directed to meet system emergencies should such a need arise. Reasonable advance notice will be made to Customer and a corresponding credit will be applied to customer’s bill in the event of such occurrences.

**BILL AGGREGATION SERVICE**

Customers will have the choice to aggregate the bills of multiple accounts under the RTP Program for the purposes of the application of the Incremental Energy Charge. Eligible customers will be limited to customers who become active participants in the RTP program who are legally or financially related to one another. The calculation of the aggregated Base Bill will be based on the application of the CBL on a non-aggregated basis for each individual account.

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

REAL-TIME PRICE (RTP) PROGRAM (Continued) ELECTRIC
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DURATION OF SERVICE AGREEMENT

Each RTP service agreement will be effective for a minimum of one year unless termination is agreed to by both parties.

SERVICE AGREEMENT TERMINATION

Written notice of sixty days in advance must be provided by the customer for termination of the service agreement. Once terminated, readmission will not be allowed for a period of one year. The CBL may be reassessed prior to readmission.

RULES AND REGULATIONS

Service furnished under this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include franchise, occupational or sales taxes. The Company "Tax and License Rider" is applicable to all service and charges under this schedule.



**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

SPECIAL CONTRACT RATE  
ELECTRIC

PURPOSE

This tariff is designed for two purposes. First, it permits Company to meet specific competitive threats, which if not responded to would result in lost margin to Company. By attempting to meet competition, Company will try to preserve some contribution to margin through customer retention. Second, the tariff can be used to serve customers who require a service structure not found in Company's standard tariffs.

AVAILABILITY

This service is available to all customers that either have competitive alternatives for serving all or a portion of their electric load requirements or require a special form of service not otherwise available. In order to receive service under this schedule, customers must have an annual peak demand measured on a fifteen minute basis that meets or exceeds 1,000 kW and agree to abide by the terms and conditions of the service agreement.

This tariff is not available for standby, back-up, or supplemental service but might be used in conjunction with tariffs that provide for these services. The tariff is not available for resale.

CHARACTER OF SERVICE

Single-phase, 60 Hertz, nominally 120/240 volt firm electric service, provided from the Company secondary distribution system. Three-phase secondary service shall be available where three-phase facilities are available without additional construction or may be made available at additional charge at voltages not exceeding 480 volts. Three-phase primary distribution service shall be available where primary distribution facilities are available without additional construction or may be made available at additional charge at 2,400, 12,470, or 24,900 nominal volts. Primary service may be served from Company's 69,000 volt or 34,500 volt systems, at Company's option, through Company-owned transformation. The customer may request contractual service from the 69,000 volt or 34,500 volt systems, if such systems are available at the customer's point of delivery without additional construction, and the customer provides transformation.

MONTHLY RATE

General Characterization:

Special contracts will be structured as far as possible to meet customer needs.

Departures from the applicable standard tariff must be documented according to the specifications listed in the "Contract Documentation" section below. Company's starting point for special contracts will feature a two-part structure. The first part will involve a lump sum charge that collects as much as circumstances will allow on a contract quantity called the customer baseline load. The second part will feature a marginal cost-based price applied to departures from the contract quantity. In conjunction these parts will satisfy a requirement that they collect at least the expected average marginal cost incurred by Company to serve the customer. These expected average marginal costs will be calculated using the same approach as that used for marginal cost calculation in Company's real-time pricing tariff. (Note, however, that the details of marginal cost forecasting may change as the degree of advance notice changes.) The following is an example of the default form of the contract; however, the actual form of the contract may differ.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**SPECIAL CONTRACT RATE (Continued)  
ELECTRICMONTHLY RATE (Continued)

$$\text{Contract Bill} = \text{Base Bill} + \text{Incremental Energy Charge} + \text{Contract Service Charge} + \text{Reactive Demand Adjustment.}$$

The components of the Contract Bill are defined below.

$$\text{Base Bill} = \text{Standard Tariff Bill} + \beta * (\text{Standard Tariff Bill} - \sum_h (P_h^{\text{RTP}} * \text{CBL}_h))$$

Standard Tariff Bill is the customer baseline load (CBL, defined below) for the billing month, billed under the current prices of the customer's standard tariff, (the tariff under which the customer was billed prior to joining the RTP program). The Standard Tariff Bill excludes the Reactive Demand Adjustment.

$\beta$  is an adjustment to the Standard Tariff Bill. Company will offer Basic Contract Service with  $\beta$  equal to zero and may offer Premium Contract Service with  $\beta$  equal to 0.05

$$\text{Incremental Energy Charge} = \sum_h P_h^{\text{MCB}} * (\text{Actual Load}_h - \text{CBL}_h)$$

$\sum_h$  indicates a summation across all hours in the billing month.

Actual Load<sub>h</sub> is the customer's actual energy use in the hour (kWh).

CBL<sub>h</sub> is the baseline hourly energy use. (See below.)

$P_h^{\text{MCB}}$ , the marginal cost based price, is calculated as:

$$P_h^{\text{MCB}} = \alpha * \text{MC}_h + (1 - \alpha) * P_h^{\text{base}}$$

MC<sub>h</sub> is the day-ahead forecast of hourly short-run marginal cost of providing energy to customers, including provisions for line losses. Marginal costs include the marginal cost of real power and operating reserves and a proxy for the marginal cost of transmission. (See below for a description of this proxy.)

$P_h^{\text{base}}$  is the average price implicit in the Customer's Base Bill, calculated by dividing the base bill by the usage in the customer baseline load. The price may vary by hour or be fixed across some or all hours of the contract period.

$\alpha$  is the weight of marginal cost in defining retail price, with value of 0.8 for regular Contract service and 0.95 for Premium Contract service.

Marginal cost of transmission: for service during non holiday, weekday hours of 3 PM through 7 PM during the months of June through August a transmission congestion charge of \$0.0381 /kWh will be applied. (This charge applies only for consumption above the CBL.) These prices apply to the primary voltage level. For customer service at other voltage levels an adjustment for energy loss rate differences will be applied. Since an Independent System Operator (ISO) may come into existence with jurisdiction over Company's service territory, this tariff component will be subject to revision that comes into force at the effective date of ISO service initiation.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**SPECIAL CONTRACT RATE (Continued)  
ELECTRICMONTHLY RATE (Continued)

Contract Service Charge: \$237.65/ month and includes Administrative and Facilities Charges. Administrative charge equals that of the customer's standard tariff unless modified by the special contract, plus any additional administrative costs attributable to the contract. These charges are to be collected for the duration of the special contract even if the special contract is terminated. Facilities include any costs not otherwise specified. They include the transmission and distribution fees described below, should they be incurred.

Reactive Demand Charge: Reactive Demand Adjustment is the adjustment found in the tariff that served the customer prior to joining the Special Contract Service. The price of the reactive demand is the current price under that tariff.

CUSTOMER BASELINE LOAD

The customer baseline load (CBL) represents an electricity consumption pattern agreed upon in the contract. The CBL is specific to each individual customer. The CBL is determined in advance of the customer's taking service and is part of the customer's service agreement. The CBL will be based, whenever possible, on existing load information. It can consist of hourly data or data representing average usage. The CBL must be mutually agreed upon by both the customer and Company before service commences. The CBL will be in force for the duration of the customer's service agreement.

TRANSMISSION AND DISTRIBUTION

Transmission and distribution charges are currently bundled into Standard Tariff Bill charges.

If Company is required to either increase the capacity or accelerate its plans for increasing capacity of the transmission or distribution facilities or other equipment necessary to accommodate a customer's increased load, then an additional facilities charge will be assessed.

REACTIVE DEMAND CHARGE

The Reactive Demand Charge will be billed, where applicable, in accordance with the customer's otherwise applicable standard tariff. The customer's Base Bill does not include any specific charges for reactive power.

PRICE DISPATCH AND CONFIRMATION

Where the customer's special contract makes use of day-ahead hourly real-time prices, Company will transmit hourly prices for the following day by no later than 4:00 p.m. Company may provide forecasts of prices several days in advance; however, these prices may subsequently be revised or updated as conditions warrant. Company is not responsible for failure of Customer to receive and act upon the Price Quote. It is Customer's responsibility to inform Company by 5:00 p.m. of failure to receive the Price Quote for the following day. The actions taken by the Customer based on the Price Quote are the Customer's responsibility.

SPECIAL RIDERS

Applicable riders will be addressed with provisions in the Special Contract.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138****SPECIAL CONTRACT RATE (Continued)  
ELECTRIC****DURATION OF SERVICE AGREEMENT**

Each service agreement will apply for a minimum of one year.

**SERVICE AGREEMENT TERMINATION**

Written notice of sixty days in advance must be provided by the customer for termination of the service agreement. Once terminated, readmission will not be allowed without reassessment of the CBL. The customer may return to service under a standard, generally available tariff if they no longer require the specific service arrangement provided in the Special Contract. The conditions for return to a standard tariff must be negotiated as part of the Special Contract. However, any incremental facilities or administrative costs must continue to be paid for the remainder of the Special Contract term. The Special Contract must contain provisions to address pricing and service conditions, and to provide pricing options if required by the customer, in the event that the choice of electric power suppliers becomes available to the customer's standard tariff class subsequent to the effective date of the Special Contract.

**CONTRACT DOCUMENTATION**

Prior to the effective date of the Special Contract, Company will provide a copy of the Special Contract and supporting documentation to the Commission Staff. The supporting documentation will include the following eight items:

1. Customer Needs: Company shall provide a narrative description of the reasons why the Special Contract Customer should not or cannot use the generally available tariff. This description shall include the special needs of this Customer for a different form of service and/or the competitive alternatives available to the Customer. In addition, this description shall include the consequences to the Customer if the Special Contract is approved.
2. Customer Alternatives: Company shall provide its estimate of the cost to the Customer for each competitive alternative available to the Customer. This estimate shall be for the time frame of the Special Contract, or by each year for multi-year contracts.
3. Incremental and Assignable Costs: Company shall quantify the incremental cost that can be avoided if the Special Contract Customer reduces load or leaves the system, and the incremental cost incurred if the Special Contract Customer is a new load or expands existing load. Company shall also identify and quantify the embedded and replacement value of all specific facilities (e.g., distribution) that are assignable to serving the Special Contract Customer. This quantification shall be for the time frame of the Special Contract, or by each year for multi-year contracts. All significant assumptions shall be identified that affect this quantification.
4. Profitability: Company shall quantify the profitability of the Special Contract as the difference between the revenues generated from the pricing provisions in the Special Contract compared to Company's incremental costs. All significant assumptions shall be identified that affect this quantification.

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

SPECIAL CONTRACT RATE (Continued) ELECTRIC
-----------------------------------------------

CONTRACT DOCUMENTATION (Continued)

5. Revenue Change: Company shall quantify the change in annual revenues from the Special Contract as the difference between the revenues that would be recovered from the general availability tariff compared to the revenues that alternatively would be recovered from the pricing provisions in the Special Contract. This quantification shall also include a separate adjustment for either the potential increase in sales that may occur without the Special Contract, or the potential loss of sales that may occur without the Special Contract. All significant assumptions shall be identified that affect this quantification.
6. Other Ratepayer Benefits: Company shall quantify the benefits that it believes will accrue to other ratepayers from the Special Contract. All significant assumptions shall be identified that affect this quantification.
7. Other Economic Benefits to the Area: Company shall quantify the economic benefits to the state, metropolitan area, and/or local area that Company projects to be realized as a result of the Special Contract.
8. Documentation: Company shall provide references to each internal policy, procedure and practice that it has developed and used in its negotiation of the Special Contract and make available copies of said policies, procedures and practices.

RULES AND REGULATIONS

Service furnished under this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include franchise, occupational or sales taxes. The Company "Tax and License Rider" is applicable to all service and charges under this schedule.

**Aquila, Inc., dba****AQUILA NETWORKS**

For All Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

<b>ECONOMIC DEVELOPMENT RIDER ELECTRIC</b>
------------------------------------------------

PURPOSE

The purpose of this Economic Development Rider (EDR) is to encourage industrial and commercial development in Missouri. The EDR allows Company to partner with the State of Missouri and local governments in developing an overall competitive pricing structure offered to prospective industrial and commercial customers who are engaged in the site selection process.

AVAILABILITY

Electric service under this Rider is only available in conjunction with local, regional, and state governmental economic development activities where incentives have been offered and accepted to locate or expand existing facilities in Company's service area.

Electric service under this Rider is only available to customers otherwise qualified for service under Company's Large General Service or Large Power Service rate schedules. Electric service under this Rider is not available in conjunction with service provided pursuant to any other special contract agreements.

The availability of this Rider shall be limited to industrial and commercial facilities not primarily involved in selling or providing goods and services directly to the general public. Customers receiving service under the EDR prior to December 31, 1999 will continue to receive the benefits under the terms of the EDR in effect at the time of their original agreement, until the normal termination of their contract.

Company reserves the right to approve the EDR incentive discounts based on the financial credit worthiness of the customer applying for the EDR and the financial feasibility to Company. Deposits and other provisions of the Large General Service or Large Power Service rate schedules may apply.

APPLICABILITY

This Rider is applicable to a new customer, or the additional separately metered facilities of an existing customer, which meet the above availability criteria, the load factor criterion, and the criterion pertaining to annual kW demand.

- 1) **Load Factor Criterion:** The annual load factor of the new customer or additional facilities is reasonably projected to exceed fifty percent (50%) within two (2) years of the new customer or additional separately metered facilities commencing service under this Rider. The customer must maintain an annual load factor exceeding fifty percent (50%) or greater in years three (3) through five (5) of the Rider to continue to be eligible for the incentive provisions. The customer's annual load factor will be reviewed each year on the anniversary of the commencement date of the EDR. The customer's discount may be increased, decreased, or terminated depending on the annual load factor review. The annual load factor of the customer shall be determined by the following relationship.

$$\frac{\text{Annual Energy (kWh)} / \text{Hours in Year}}{\text{Maximum Summer Monthly Billing Demand}}$$

**Aquila, Inc., dba****AQUILA NETWORKS**

For All Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

ECONOMIC DEVELOPMENT RIDER (Continued)  
ELECTRIC

APPLICABILITY (Continued)

2) Annual kW Demand Criterion: The peak demand of the new customer or additional facilities is reasonably projected to be at least two hundred (200) kW within two (2) years of the new customer or separately metered facilities expansion first receiving service from Company. The new or expanding customer and Company will mutually agree upon a capacity expansion plan to be defined in the electric service agreement.

Requests for service under this Rider must be submitted prior to having committed to moving into or expanding within Company's service area and shall be accompanied by sufficiently detailed information to enable Company to determine whether the new customer or additional facilities meet the above criteria. New or expanded facilities under construction or otherwise committed to operation prior to the effective date of this Rider are not eligible for service under this Rider. The customer must notify Company in writing of the date at which they would like the provisions of this Rider to commence. Such commencement date must be within twelve (12) months of the execution of the contract.

Bills for separately metered service to existing customers pursuant to the provisions of this Rider, will be calculated independently of any other service rendered the customer at the same or other locations.

LOCAL SERVICE FACILITIES

Company will not require a contribution in aid of construction for standard facilities installed to serve the customer if the expected revenues from the new load are determined to be sufficient to justify the required investment in the facilities.

INCENTIVE PROVISIONS - With a 5-Year Contract

Electric Service under the 5-Year Contract option shall be evidenced by a contract between the customer and Company endorsing Company as the exclusive electric service provider to the customer's new facility. The term of the electric service contract for supply, transmission, and distribution of electricity will be equal to the term of the EDR discount. If during the contract period the customer elects to purchase electricity from a supplier other than Company, the customer will be obligated to refund all electric discounts attributable to supply previously received under the EDR.

In the event that during the contract period the customer elects to bypass the Company distribution network, the customer will be obligated to reimburse Company for the labor and materials to install the distribution assets to the metered facility and be obligated to refund any previous discounts attributable to transmission or distribution received under the EDR to Company. In such an event, Company will retain ownership of the distribution assets. The EDR contract will be submitted to the Missouri Public Service Commission and OPC upon execution.

**Aquila, Inc., dba****AQUILA NETWORKS**

For All Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**ECONOMIC DEVELOPMENT RIDER (Continued)  
ELECTRICINCENTIVE PROVISIONS - With a 5-Year Contract (Continued)

Revenue Determination Based on Load Factor from 50 to 54 Percent - Five Year Electric Service Contract Required: The pre-tax revenues under this Rider shall be determined by reducing otherwise applicable charges, associated with the Large General Service or Large Power Service rate schedules of; 25% during the first contract year, 20% during the second contract year, 15% during the third contract year, 10% during the fourth contract year, and 5% during the fifth contract year. After the fifth contract year, this incentive provision shall cease. All other billing, operational and related provisions of the aforementioned rate schedules shall remain in effect.

Revenue Determination Based on Load Factor from 55 to 59 Percent - Five Year Service Contract Required: The pre-tax revenues under this Rider shall be determined by reducing otherwise applicable charges, associated with the Large General Service or Large Power Service rate schedules of; 27.5% during the first contract year, 22.5% during the second contract year, 17.5% during the third contract year, 12.5% during the fourth contract year, and 7.5% during the fifth contract year. After the fifth contract year, this incentive provision shall cease. All other billing, operational and related provisions of the aforementioned rate schedules shall remain in effect.

Revenue Determination Based on Load Factor of 60 Percent or Greater - Five Year Electric Service Contract Required: The pre-tax revenues under this Rider shall be determined by reducing otherwise applicable charges, associated with the Large General Service or Large Power Service rate schedules of; 30% during the first contract year, 25% during the second contract year, 20% during the third contract year, 15% during the fourth contract year, and 10% during the fifth contract year. After the fifth contract year, this incentive provision shall cease. All other billing, operational and related provisions of the aforementioned rate schedules shall remain in effect.

INCENTIVE PROVISIONS - Without a 5-Year Exclusive Service Provider Contract

Revenue Determination Based on Load Factor of 50% or Greater - No Electric Service Contract Required: The pre-tax revenues under this Rider shall be determined by reducing otherwise applicable charges, associated with the Large General Service or Large Power Service rate schedules of; 15% during the first contract year, 15% during the second contract year, and 10% during the third contract year. Under this discount option, the customer is under no obligation to enter into any exclusive electric service provider contract with Company.

TERMINATION

Failure of the customer to meet any of the applicability criteria of this Rider within two (2) years of the commencement date of service under this Rider will lead to termination of service under this Rider.



**Aquila, Inc., dba****AQUILA NETWORKS**

For All Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**ECONOMIC DEVELOPMENT RIDER (Continued)  
ELECTRICTERM

Company may file to freeze the availability of this Rider with respect to new loads at any time following the first anniversary of the initial offering hereof. This Rider will not be available to new loads added subsequent to December 31, 2003. Any customers receiving service under this Rider on the date it is frozen or alternatively on December 31, 2003, will continue to receive the benefits of the incentive provisions contained herein.

In the advent of electric deregulation, any remaining EDR incentive discount will be allocated among the electric supply, transmission, and distribution entities.

**FORM OF CONTRACT**

This Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between Aquila Networks, a Division of Aquila, Inc. (Company) and \_\_\_\_\_ (Customer).

## WITNESSETH:

Whereas, Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Economic Development Rider (Rider); and,

Whereas, Customer is a new customer, or has acquired additional separately metered facilities within the service territory of Company; and,

Whereas, Customer has furnished sufficient information to Company to demonstrate that its new facilities or additional separately metered facilities (Facilities) satisfied the Availability and Applicability provisions of the Rider, and;

Whereas, Customer wishes to take electric service from Company, and Company agrees to furnish electric service to the Customer under this Rider and pursuant to all other applicable tariffs of Company;

Company and Customer agree as follows:

1. Service to the Customer's Facilities shall be pursuant to the Rider, all other applicable tariffs, and Company's Rules and Regulations-Electric, as may be in effect from time to time and filed with the Commission.
2. Customer further acknowledges that this Agreement is not assignable voluntarily by Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law.

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For All Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

ECONOMIC DEVELOPMENT RIDER (Continued)  
ELECTRIC

**FORM OF CONTRACT (Continued)**

- 3. Customer acknowledges that all information provided to Company for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by Company, and shall be subject to inspection and disclosure under Chapters 386 and 393, RSMo 1986, as amended from time to time. Should the Customer designate any of such information as proprietary or confidential, Company shall notify Customer of any request for inspection or disclosure, and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.
  
- 4. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of laws provisions), and by the orders, rules and regulations of the Commission as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights jurisdiction, power or authority vested in it by law.

In witness whereof, the parties have signed this Agreement as of the date first above written.

Aquila Networks  
a division of  
Aquila, Inc.

\_\_\_\_\_  
Customer

By \_\_\_\_\_

By \_\_\_\_\_

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**MUNICIPAL STREET LIGHTING SERVICE  
ELECTRICAVAILABILITY

This schedule is available to communities and cities (referred to herein as cities) within their corporate limits for street lighting installations where street lighting service is rendered on Company's standard street lighting contract and where Company has an electrical distribution system available. Where conditions of service are different than under said standard street lighting contract, Company may require an additional facilities contract to compensate Company for any added services or costs.

This schedule shall also apply to all lighting units installed, replaced, or moved on or after the effective date hereof.

	<u>Annual Rate Per Unit (1)</u>	
<u>Incandescent:</u>	<u>Overhead Wiring</u>	
1000 L, open fixture, wood pole .....	\$63.20	
2500 L, open fixture, wood pole .....	\$106.19	
4000 L, enclosed fixture, wood pole .....	\$126.02	
4000 L, enclosed fixture, steel pole .....	\$150.68	
6000 L, enclosed fixture, wood pole .....	\$154.35	
6000 L, enclosed fixture, steel pole .....	\$185.21	
<u>Mercury Vapor:</u>	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
3300 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole) .....	\$74.72	\$110.26
7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole) .....	\$99.79	\$135.32
7700 L, M.V., open glassware, steel pole .....	\$124.50	\$160.00
7700 L, M.V., streamlined fixture, wood pole .....	\$114.60	\$150.15
7700 L, M.V., streamlined fixture, steel pole .....	\$139.29	\$174.81
10500 L, M.V., enclosed fixture, wood pole .....	\$133.00	\$168.47
10500 L, M.V., enclosed fixture, steel pole .....	\$157.64	\$193.19
21000 L, M.V., enclosed fixture, wood pole .....	\$164.83	\$200.35
21000 L, M.V., enclosed fixture, steel pole .....	\$189.48	\$225.00
21000 L, Fluorescent, enclosed fixture, steel pole .....	\$276.36	N/A
54000 L, M.V., enclosed fixture, wood pole .....	\$311.79	\$347.32
54000 L, M.V., enclosed fixture, steel pole .....	\$336.44	\$371.98

(1) See "Adders for Additional Facilities" on Sheet No. 90 for charges to be made for additional facilities.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**MUNICIPAL STREET LIGHTING SERVICE (Continued)  
ELECTRIC

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
<u>High Pressure Sodium Vapor - Unalux</u>		
12000 L, 150 W, S.V., Open glassware, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$124.39	\$159.92
12000 L, 150 W, S.V., open glassware, steel pole .....	\$149.08	\$184.59
12000 L, 150 W, S.V., streamlined fixture, wood pole .....	\$139.20	\$174.74
12000 L, 150 W, S.V., streamlined fixture, steel pole .....	\$163.88	\$199.39
36000 L, 360 W, S.V., enclosed fixture, wood pole .....	\$187.84	\$223.34
36000 L, 360 W, S.V., enclosed fixture, steel pole .....	\$212.48	\$248.01
36000 L, 360 W, S.V., twin enclosed fixtures, 65 foot wood pole (2) .....	\$488.36	\$559.39
<u>High Pressure Sodium Vapor - Lucalox</u>		
5000 L, 70 W, S.V., enclosed fixture, wood pole .....	\$136.48	\$172.00
5000 L, 70 W, S.V., enclosed fixture, steel pole .....	\$161.15	\$196.73
5000 L, 70 W, S.V., open fixture, wood pole.....	\$121.48	\$157.00
5000 L, 70 W, S.V., open fixture, steel pole.....	\$146.15	\$181.70
8000 L, 100 W, S.V., enclosed fixture, wood pole .....	\$138.84	\$174.36
8000 L, 100 W, S.V., enclosed fixture, steel pole .....	\$163.53	\$199.08
8000 L, 100 W, S.V., open fixture, wood pole.....	\$124.60	\$160.14
8000 L, 100 W, S.V., open fixture, steel pole.....	\$149.29	\$184.84
13500 L, 150 W, S.V., enclosed fixture, wood pole .....	\$144.61	\$180.13
13500 L, 150 W, S.V., enclosed fixture, steel pole .....	\$169.29	\$204.84
13500 L, 150 W, S.V., open fixture, wood pole.....	\$130.73	\$166.26
13500 L, 150 W, S.V., open fixture, steel pole.....	\$155.40	\$190.95
25500 L, 250 W, S.V., enclosed fixture, wood pole .....	\$163.92	\$199.43
25500 L, 250 W, S.V., enclosed fixture, steel pole .....	\$188.61	\$224.14
50000 L, 400 W, S.V., enclosed fixture, wood pole .....	\$194.79	\$230.30
50000 L, 400 W, S.V., enclosed fixture, steel pole .....	\$219.36	\$254.95

(1) See "Adders for Additional Facilities" on Sheet No. 90 for charges to be made for additional facilities.

(2) Available only under special contract.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**MUNICIPAL STREET LIGHTING SERVICE (Continued)  
ELECTRICADDERS FOR ADDITIONAL FACILITIES

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
a. Wood pole and one span of wire in addition to the pole supporting the fixture, per unit per year.....	\$16.46	N/A
b. Steel pole and one span of overhead wire in addition to the pole supporting the fixture, per unit per year.....	\$47.33	N/A
c. Break away bases for steel poles - each. ....	\$26.05	\$26.05
d. Rock removal per foot per year. This charge shall not apply if customer supplies the ditch and back fills or furnishes conduit in place to Company specifications. Rock removal referred to in this adder shall be for removal of rock that cannot be dug with conventional chain ditch-digging equipment. ....	N/A	\$1.85
	<u>Wood Pole</u>	<u>Steel Pole</u>
e. Special mounting heights:		
30 ft. (requiring 35 ft. wood pole or 30 ft. steel).....	\$16.01	\$54.32
35 ft. (requiring 40 ft. wood pole or 35 ft. steel).....	\$43.37	\$79.40
40 ft. (requiring 45 ft. wood pole or 40 ft. steel).....	\$47.98	\$124.15
50 ft. (requiring 55 ft. wood pole or 50 ft. steel).....	\$86.77	\$276.75

TERMS OF PAYMENT

Customers' monthly bills will be computed at the net rates and will be based on one-twelfth (1/12th) the annual charge. Monthly bills will be computed to the nearest one cent.

RULES AND REGULATIONS

Service will be furnished under Company Rules and Regulations and the special Rules and Regulations on Sheet No. 94.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

PRIVATE AREA LIGHTING SERVICE ELECTRIC
-------------------------------------------

AVAILABILITY

This schedule is available to customers for area lighting outside the corporate limits of cities served by Company and also inside the corporate limits of cities served with electricity, provided the lighting is on private property as permitted by the city or when the city gives Company authority to install such area lighting on the city's property. Customers other than cities will be required to sign an MPS 245 - Area Lighting Service Application and Agreement for area lights before service will be provided.

Annual Rate Per Unit (1)  
Overhead Wiring

7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole)....	\$107.99
7700 L, M.V., open glassware, steel pole .....	\$147.14
7700 L, M.V., streamlined fixture, wood pole .....	\$124.50
7700 L, M.V., streamlined fixture, steel pole .....	\$163.57
10500 L, M.V., enclosed fixture, wood pole .....	\$145.32
10500 L, M.V., enclosed fixture, steel pole .....	\$184.38
21000 L, M.V., enclosed fixture, wood pole .....	\$185.37
21000 L, M.V., enclosed fixture, steel pole .....	\$222.42
54000 L, M.V., enclosed fixture, wood pole .....	\$311.79
54000 L, M.V., enclosed fixture, steel pole .....	\$336.44

High Pressure Sodium Vapor - Unalux

12000 L, 150 W, S.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$132.62
12000 L, 150 W, S.V., open glassware, steel pole .....	\$171.72
12000 L, 150 W, S.V., streamlined fixture, wood pole .....	\$149.08
12000 L, 150 W, S.V., streamlined fixture, steel pole .....	\$188.17
36000 L, 360 W, S.V., enclosed fixture, wood pole .....	\$208.36
36000 L, 360 W, S.V., enclosed fixture, steel pole .....	\$245.40

High Pressure Sodium Vapor - Lucalox

25500 L, 250 W, S.V., enclosed fixture, wood pole .....	\$176.27
25500 L, 250 W, S.V., enclosed fixture, steel pole .....	\$215.34
50000 L, 400 W, S.V., enclosed fixture, wood pole .....	\$215.33
50000 L, 400 W, S.V., enclosed fixture, steel pole .....	\$252.38

(1) See "Adders for Additional Facilities" on Sheet No. 92 for charges to be made for additional facilities.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**PRIVATE AREA LIGHTING SERVICE (Continued)  
ELECTRICAnnual Rate Per Unit (1)Overhead WiringDirectional FloodlightingHigh Pressure Sodium Vapor - Lucalox

27500 L, 250 W, S.V., enclosed fixture, existing wood pole .....	\$328.91
27500 L, 250 W, S.V., enclosed fixture, wood pole required .....	\$345.37
50000 L, 400 W, S.V., enclosed fixture, existing wood pole .....	\$370.67
50000 L, 400 W, S.V., enclosed fixture, wood pole required .....	\$387.11
140000 L, 1000 W, S.V., enclosed fixture, existing wood pole .....	\$625.77
140000 L, 1000 W, S.V., enclosed fixture, wood pole required .....	\$642.24

Metal Halide

20,500 L, 250 W, M.H., enclosed fixture, existing wood pole .....	\$354.26
20,500 L, 250 W, M.H., enclosed fixture, wood pole required .....	\$370.72
20,500 L, 250 W, M.H., enclosed fixture, steel pole required .....	\$407.74

36,000 L, 400 W, M.H., enclosed fixture, existing wood pole .....	\$378.79
36,000 L, 400 W, M.H., enclosed, fixture, wood pole required .....	\$395.24
36,000 L, 400 W, M.H., enclosed fixture, steel pole required .....	\$432.26

110,000 L, 1000 W, M.H., enclosed fixture, existing wood pole ....	\$642.03
110,000 L, 1000 W, M.H., enclosed fixture, wood pole required ...	\$658.50
110,000 L, 1000 W, M.H., enclosed fixture, steel pole required ....	\$695.52

(1) See "Adders for Additional Facilities," below, for charges to be made for additional facilities. All fixtures must be pole mounted.

ADDERS FOR ADDITIONAL FACILITIESAnnual Rate Per Unit (1)  
Overhead Wiring      Underground Wiring

a.	Wood pole and one span of wire in addition to the pole supporting the fixture, per unit per year.....	\$16.46	N/A
b.	Steel pole and one span of overhead wire in addition to the pole supporting the fixture, per unit per year.....	\$53.49	N/A
c.	Underground wiring for private lighting per year in excess of that for overhead wiring. ....	N/A	\$0.52
d.	Underground wiring for private lighting under concrete per foot per year in excess of that for overhead wiring. ....	N/A	\$2.36
e.	Break away bases for steel poles - each. ....	\$26.05	\$26.05
f.	Rock removal per foot per year.* .....	N/A	\$1.85

\*This charge shall not apply if customer supplies the ditch and back fills or furnishes conduit in place to Company specifications.

Rock removal referred to in this adder shall be for removal of rock that cannot be dug with conventional chain ditch-digging equipment.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 93

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

PRIVATE AREA LIGHTING SERVICE (Continued)  
ELECTRIC

TERMS OF PAYMENT

Customer's monthly bills will be computed at the net rates and will be based on one-twelfth (1/12th) the annual charge. Monthly bills will be computed to the nearest one cent.

RULES AND REGULATIONS

Service will be furnished under Company Rules and Regulations and the special Rules and Regulations on Sheet No. 94.



**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**MUNICIPAL STREET LIGHTING AND PRIVATE AREA LIGHTING SERVICE  
ELECTRICSPECIAL RULES AND REGULATIONSMUNICIPAL STREET LIGHTING AND PRIVATE AREA LIGHTING

Service will be furnished under Company Rules and Regulations and the following additional rules and regulations.

All poles, wires, fixtures, and other facilities for supplying this lighting service shall be installed and owned by Company.

Company shall select style and make of lighting facilities provided within each type system for which rates are listed. Lighting will not be installed on poles or structures not owned or leased by Company.

Company will replace burned-out lamps and will maintain all poles, wires, fixtures, etc., with no additional charge to the customer. The glassware is to be cleaned when the lamp is replaced.

The lights will burn every night from dusk until daylight.

The lamp lumen ratings stated in these rate schedules are nominal ratings and may change from time to time depending on the lamp availability from lamp suppliers.

These rates anticipate lighting facilities remaining in service on the average, the full depreciation period of the facilities, and with only minor normal repair.

These rates are for either series or multiple units and for overhead wiring unless otherwise specified herein. It will be at Company's option whether power is supplied to the lighting units with multiple or with series circuits.

These rates contemplate Company having the option of type and frequency of patrol as well as lamp replacement or repair, except that the lamps may not be permitted to be left off for unreasonable periods when Company is aware such lights are not burning, unless the customer approves such outage. No refunds shall be made when lights have been out reasonable periods because reasonable lengths of outages are anticipated from time to time in the schedule.

These rates do not include any franchise or occupational tax. The "Tax and License Rider" is applicable to all charges under these schedules.

MUNICIPAL STREET LIGHTING ONLY

Replacement, with different size or type, of lighting units installed after the effective date hereof shall be limited to no such replacements the first three years and to ten percent (10%) of any one size or type of existing units in any one year thereafter for each city or community unless approved by Company.

The charges to cities for street lighting with underground wiring anticipate average length of underground wiring per street lighting unit of not more than 250 feet and individual installations of not more than 400 feet. Installations requiring greater than 250 feet per unit average and individual installations greater than 400 feet will be served under special contract.

Standard street lighting rates without adders for additional mounting heights anticipate maximum mounting heights of 31 feet.

**Aquila, Inc., dba****AQUILA NETWORKS**

For Territory Served by Aquila Networks – MPS

**KANSAS CITY, MO 64138**

NON-STANDARD STREET AND AREA LIGHT FACILITIES ELECTRIC
-----------------------------------------------------------

AVAILABILITY

This schedule is available to all customers, otherwise qualified to receive service under the Municipal Street Lighting Service or the Private Area Lighting Service, that desire to have non-standard lighting facilities installed and maintained by Company or desire to purchase, own, install and maintain non-standard lighting facilities for which Company provides unmetered energy service.

COMPANY OWNED FACILITIES

Company will purchase, install, own and maintain non-standard, decorative or ornamental street or private area lights where customer agrees to a monthly charge (rate adder) in addition to the monthly charge for an equivalent standard light. An equivalent standard light is a light contained on the Municipal Street Lighting Service or the Private Area Lighting Service Schedules that is the same size (in lumens and watts) and same type (high pressure sodium vapor, metal halide, etc.) as the non-standard light. The rate adder shall be calculated as 1.5 percent of the difference between the installed cost of the non-standard light and the installed cost of the equivalent standard light. The monthly charge shall be the sum of the rate adder and the monthly charge for the equivalent standard light.

CUSTOMER OWNED FACILITIES

Where the customer agrees to purchase, install, own and maintain street or area lights, Company will provide unmetered energy only service to those lights. The rate for unmetered energy only service shall be \$0.0450 per kWh per month. The energy consumption in kWh for billing purposes shall be assumed to be the same as the energy consumption of an equivalent standard light as defined above.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS  
**KANSAS CITY, MO 64138**

VOLUNTARY LOAD REDUCTION RIDER ELECTRIC
--------------------------------------------

AVAILABILITY

This Rider is available to any nonresidential Customer, except those on the Real Time Price Program, that has a peak demand in the past 12 months exceeding 500 kW and that has a contract with the Company for service under this Rider. Availability is further subject to the economic and technical feasibility of required metering equipment. The decision to execute a contract with any Customer under this Rider is subject to the sole discretion of the Company. The decision to reduce load upon request of the Company is subject to the sole discretion of each eligible Customer.

CONDITIONS

1. Term of Contract: Contracts under this Rider shall extend from the date the contract is signed until the immediate following September 30 after the date the Customer signs the contract and shall be automatically renewed in one (1) year increments thereafter unless terminated in writing by one party to the other six (6) months in advance of the next September 30. Execution of a contract between the Company and the Customer does not bind the Customer to reduce load in response to any specific Load Reduction request of the Company. However, a Customer's affirmative written response to Load Reduction requests, as described in the Notification Procedure section, determines the Load Reduction periods in which the Company will apply the billing provisions of this Rider for each Customer.
2. Notification Procedure: At its sole discretion, the Company may request that Customers having Voluntary Load Reduction contracts participate in Load Reduction at any time during the year. Since the Company may not need maximum participation in every instance, not all Customers with contracts under this Rider must be notified of any specific Load Reduction request. At the time of requesting a period of Load Reduction, the Company also will notify Customers of the credit value per kWh of Load Reduction. After each request, a Customer desiring to participate in the requested Load Reduction must inform the Company in writing (including either fax or electronic mail) of the Customer's willingness to participate in the Load Reduction. Eligibility for a billing credit under this Rider shall be based upon the Company receiving such written notice within two hours of the time of the Company's request.
3. Previous Daily Peaks: The kW loads (on an average, fixed hourly basis) that the Customer used on the Company's system on the most recent non-holiday weekday on which no Voluntary Load Reduction was requested. Holidays are Memorial Day, Independence Day, and Labor Day, or any day celebrated as such.
4. Credit Amount: The amount of kWh eligible for Load Reduction credit shall be calculated as ninety (90) percent of the Previous Daily Peaks corresponding to the hours of the requested Load Reduction, minus the Customer's actual load in each respective hour, and sum across all hours. If these net kWh values, when multiplied by the credit per kWh, result in a negative total credit value for the billing month, no credit shall be applied to the bill. Credits for performance under this Rider shall appear as a part of the Customer's regular monthly billing and shall be applied before any applicable taxes. All other billing, operational, and related provisions of other applicable rate schedules shall remain in effect. Application of a credit for Voluntary Load Reduction shall be independent of the tariff pricing otherwise applicable.

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS  
**KANSAS CITY, MO 64138**

VOLUNTARY LOAD REDUCTION RIDER (Continued)  
ELECTRIC

CONDITIONS (Continued)

5. Company Equipment: The Customer shall allow the Company to install and maintain the appropriate metering equipment necessary to ensure compliance under the Rider. Such equipment shall be owned and installed by the Company at no cost to the Customer. The Company may provide Customer with access to software for real-time meter information for \$89.12 per month. The Customer will provide a personal computer, telephone line, modem, and other items or personnel necessary to make use of the software.

**FORM OF CONTRACT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Aquila Networks, a division of Aquila, Inc., hereinafter referred to as the "Company", and

\_\_\_\_\_ Customer name

\_\_\_\_\_ Customer Account #

\_\_\_\_\_ Address

\_\_\_\_\_ Customer Contact      \_\_\_\_\_ Electronic Mail      \_\_\_\_\_ Telephone      \_\_\_\_\_ Fax Telephone

\_\_\_\_\_ Customer Contact (Alt.)      \_\_\_\_\_ Electronic Mail      \_\_\_\_\_ Telephone      \_\_\_\_\_ Fax Telephone

hereinafter referred to as the "Customer".

WITNESSETH:

Whereas, the Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Voluntary Load Reduction Rider Schedule VLR (Rider), and;

Whereas, the Company has determined that the Customer meets the Availability provisions of the Rider, and;

Whereas, the Customer wishes to take electric service from the Company, and the Company agrees to furnish electric service to the Customer under this Rider and pursuant to all other applicable tariffs of the Company, and;

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS  
**KANSAS CITY, MO 64138**

VOLUNTARY LOAD REDUCTION RIDER (Continued)  
ELECTRIC

**FORM OF CONTRACT (Continued)**

The Company and Customer agree as follows:

1. Electric Service to the Customer’s Facilities shall be pursuant to the Voluntary Load Reduction Rider, all other applicable tariffs, and the Company’s General Rules and Regulations Applying to Electric Service, as may be in effect from time to time and filed with the Commission.
2. Contracts under this Rider shall extend from the date the contract is signed until the immediate following September 30 after the date the Customer signs the contract and shall be automatically renewed in one (1) year increments thereafter unless terminated in writing by one party to the other six (6) months in advance of the next September 30. Customer acknowledges that any equipment required, except metering equipment necessary to ensure compliance under the Rider, shall be the obligation of the Customer.
3. Participation in Load Reduction in response to any specific request is voluntary for the Customer. After each individual Load Reduction request directed specifically to the Customer, the Company must be notified in writing (including, but not limited to, fax or electronic mail), within two hours of the time of the Company’s request, if the Customer desires to participate in that requested Load Reduction. Eligibility for a billing credit under this Rider shall be based upon the Company receiving such written notice on a timely basis.
4. Customer further acknowledges that this Agreement is not assignable voluntarily by the Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer’s successors by operation of law.
5. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of laws provisions), and by the orders, rules and regulations of the Commission as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights, jurisdiction, power or authority vested in it by law.

In witness whereof, the parties have signed this Agreement as of the date first written above.

Aquila Networks  
a division of  
Aquila, Inc.

\_\_\_\_\_  
Customer

By \_\_\_\_\_

By \_\_\_\_\_

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS  
**KANSAS CITY, MO 64138**

CURTAILABLE DEMAND RIDER ELECTRIC
--------------------------------------

APPLICATION

This rider is available to regular full-time Customers, with a demonstrated capability of curtailing 200 kW or greater of the Customer's "on-peak" demand served by the Company.

Customers must sign a curtailable contract and meet all special conditions listed below.

This rider shall not apply if a service curtailment results from system emergency operating conditions.

The Company reserves the right to limit the total curtailable load scheduled under this rider.

CURTAILMENT PERIOD (ON-PEAK)

The curtailment period shall be the four summer months starting on June 1 and ending on September 30 of each year. When in effect, the curtailment period shall be up to eight (8) hours in duration and normally occur between 12:00 noon to 10:00 p.m. local standard or daylight savings time, as the case may be, for each weekday of the curtailment period, excluding holidays. For purposes of this rider, holidays shall mean Independence Day, Labor Day, or days celebrated as such on a Missouri statewide basis.

MONTHLY RATE

Credit on demand reduction \$2.31 per contracted kW/month

MULTI-YEAR CONTRACT SIGNING BONUS

Those Customers electing to contract for this rider for three (3) years shall receive a contract-signing bonus of \$3.75/kW of contracted demand reduction, payable during the June billing month of each year the contract is in effect.

Those Customers electing to contract for this rider for five (5) years shall receive a contract-signing bonus of \$7.49/kW of contracted demand reduction, payable during the June billing month of each year the contract is in effect.

If for any reason, the Customer is unable to fulfill the requirements of the multi-year requirement, any signing bonus will be refunded in its entirety to the Company.

BILLING

The Customer will be billed under the regular applicable service schedule.

DEMAND REDUCTION

The Customer's actual demand reduction shall be defined as the difference between the Customer's highest monthly actual "on-peak" demand and the Customer's maximum demand during the interruption periods for that month.

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**KANSAS CITY, MO 64138**

CURTAILABLE DEMAND RIDER (Continued) ELECTRIC
--------------------------------------------------

CREDIT

The Customer shall receive a monthly bill credit for each month of the contract year in which the Customer qualifies. The amount of this credit will be equal to the contracted demand reduction times \$2.31.

CREDIT QUALIFICATION

The Customer will be entitled to above credit, if the Customer's actual demand reduction for all reduction periods during the current billing month of the contract year is equal to or greater than the contracted reduction amount. If the Customer fails to reduce demand by the contracted amount, in any requested reduction in any given month, then the Customer is disqualified from receiving credit for that month and assessed a penalty of \$27.97 per kW for all contracted demand reduction quantity. To allow both the Company and Customer to gain experience, the charges for failure to reduce demand by the contracted amount during the first year of the first agreement with a customer shall not exceed the credits for the contract year.

The Customer shall receive the appropriate monthly credit even if the Company does not request a reduction in any given billing period.

SPECIAL CONDITIONS OF SERVICE

1. This rider requires the Customer and Company to enter into a one (1) year, three (3) year, or five (5) year-at the option of the Customer-service contract that specifies the amount of demand contracted for reduction by the Customer. The contracted demand reduction shall not be less than 200 kW.
2. The contract year will run from June 1 to May 31 of the following year. The Company will notify the Customer before January 1 prior to the contract year of the amount of demand reduction available. The amount of demand reduction available to all Customers will be limited. The Customer shall sign and return the reduction contract by January 31 prior to the contract year.
3. The Customer will not be required to reduce demand more than 20 times in any contract year. The maximum duration of any reduction shall be eight (8) consecutive hours.
4. Company reserves the right to cancel a scheduled curtailment within one (1) hour of start time, but if the cancellation occurs less than one (1) hour before scheduled start time, the cancelled curtailment shall be counted as a separate occurrence of curtailment as if the curtailment had proceeded as scheduled.
5. The Company reserves the right to assure itself that any contracted level of load subject to reduction has a reasonable probability of being on the Company's system during peak load periods and can be readily reduced.

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**KANSAS CITY, MO 64138**

CURTAILABLE DEMAND RIDER (Continued) ELECTRIC
--------------------------------------------------

SPECIAL CONDITIONS OF SERVICE (Continued)

6. Company reserves the right to implement one test curtailment each summer curtailment season, with all applicable curtailment credit payments and penalty provisions in effect.
7. The Customer will be responsible for monitoring the load prior to curtailment and during curtailment in order to comply with the terms of the contract.
8. The Company will give the Customer a minimum of four (4) hours notice prior to a demand reduction.
9. Except as provided herein, all terms and provisions of the applicable service schedule will be in full force and effect.
10. Credits shall be applied to bills the month after such credits are earned.
11. Penalties shall be applied to bills the month after such penalties are assessed.
12. The Company shall have no liability to the Customer or to any other person, firm, or corporation for any loss, damage, or injury by reason of any reduction as provided herein.
13. The Company "Tax and License Rider" is applicable to all charges or penalties assessed under this Rider.



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COGENERATION PURCHASE SCHEDULE ELECTRIC
--------------------------------------------

AVAILABILITY

This schedule is available to customers located within the Company's service territory and located on or adjacent to Company's secondary service lines and having cogeneration units of 100 kW or less. This service is not available to resale electric customers.

APPLICABLE

This schedule is applicable to Company electrical energy purchases from cogeneration customers of 100 kW or less that have been approved by Company and where a contract has been executed between Company and such cogeneration customers. Customer's cogeneration unit shall carry the same ratio of reactive to real power as is carried by Company's facilities at the customer's location and as determined by Company's measurements.

CHARACTER OF SERVICE

Alternating current, 60 cycles, sinusoidal wave form, and at the standard voltage and phase available at the location of the cogeneration unit.

CHARGES TO COGENERATION CUSTOMER, MO700

Cogeneration customers to whom this schedule is applicable shall pay Company a monthly charge of \$4.50 to pay for additional customer related costs of Company.

CHARGES TO COMPANY

- 1) Minimum - There shall be no monthly minimum charge for purchases made by Company.
- 2) Rate - Purchases shall be made by Company from a cogeneration customer at the rate of \$.0316 per kWh.

RULES AND REGULATIONS

Customer's system and cogeneration facilities shall be subject to any applicable Rules and Regulations of Company or of the Missouri Public Service Commission or any other authority having jurisdiction. Conditions of service shall be in accordance with Company's standard filed contract plus any applicable conditions for special circumstances. Conditions of service and contract modifications for special circumstances can provide greater flexibility in both the customer's and Company's operations.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS**KANSAS CITY, MO 64138****SPECIAL ISOLATED GENERATING PLANT SERVICE  
ELECTRIC****AVAILABILITY**

This schedule is available for any type service to isolated generating plants constructed or operating by a retail customer. Any such customer with an isolated generating plant that partially or completely fails who accepts service from Company for any period of time will be billed under this schedule for a minimum period of twenty years. All customers receiving service under this schedule shall sign a contract covering the amount of special capacity to be furnished prior to Company purchasing or installing any of the necessary facilities. The maximum amount of capacity to be made available to any such customer under this rate schedule will be the amount that exists in the Company's system that can be provided without affecting service to other customers at the time or in the future.

Any customer who constructs an isolated generating plant, after such construction is completed, may receive under this schedule capacity and energy for sixty days provided such party agrees to the operating procedures established by Company. If, after such sixty day period, such customer continues to receive service, it will automatically be billed under this schedule for a minimum of twenty years.

**APPLICABLE**

This service is not available for peaking, seasonal use, for resale or parallel operation. Construction of any isolated generating plant shall be deemed completed when the customer first uses such plant to carry all or part of its load. The terms of this schedule do not apply to customers receiving full service from Company who have a small emergency plant for use when Company's service is interrupted and such plant is approved by Company.

**CHARACTER OF SERVICE**

Service is to be 60 cycles, three-phase at the available primary voltage. The nominal voltage level of primary voltage will be established by Company.

**MONTHLY BILLING**

Billing under this schedule will consist of: (1) capacity charge; (2) excess capacity charge; (3) energy charge; (4) local facilities charge; (5) reactive demand adjustment; and (6) any applicable taxes and franchise payment.

**CAPACITY CHARGE**

The capacity charge shall be \$6.55 per kW per month times the capacity reserved by the customer but not less than \$6,517.24 per month. If any service is furnished prior to the execution of the contract by the customer, it will be billed on the amount of his total connected load.

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**KANSAS CITY, MO 64138****SPECIAL ISOLATED GENERATING PLANT SERVICE (Continued)**  
**ELECTRIC****EXCESS CAPACITY CHARGE**

All capacity delivered to the customer in excess of the contracted amount will be billed at \$8.38 per kW per month. Such a charge will continue the next eleven months following the month in which the demand is established unless a new higher excess demand is established in which case such higher demand will be used for billing purposes and will also continue for the following eleven consecutive months.

**ENERGY CHARGE**

All kWh used at \$0.0464 per kWh.

**LOCAL FACILITIES CHARGE**

The monthly charge for local facilities will be computed by multiplying 20% times such investment estimated by Company divided by 12.

**MINIMUM MONTHLY BILL**

The minimum monthly bill shall be the charge for the amount of capacity contracted for or the connected load capacity, plus any excess capacity charge and local facilities charge, but in no event shall it be less than \$6,517.24.

**REACTIVE DEMAND ADJUSTMENT**

Company shall determine customer's maximum reactive demand in kVar. Each month a charge or credit of \$0.33 shall be made for each kVar by which the maximum reactive demand is respectively, greater or less than 50% of customer's maximum kW demand for that month, provided, however, that the number of kVar for which credit is given shall not be more than 50% of the customer's maximum kW demand in that month.

The reactive demand adjustment will be based on the ratio of the customer's maximum monthly 15-minute reactive demand in kVar to the customer's maximum kW demand in that month.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS  
**KANSAS CITY, MO 64138****MUNICIPAL UNDERGROUND COST RECOVERY RIDER  
ELECTRIC****APPLICABILITY**

If any Municipality or other governmental subdivision (hereinafter referred to as the "Municipality"), by law, ordinance or regulation requires the Company to construct lines and appurtenances or other facilities designed for any Distribution or Transmission voltages (hereinafter referred to as "facilities") underground for any new or existing facilities in the Municipality when the Company, absent from such ordinance or regulation, would construct or continue to maintain the facilities overhead, and where the recovery of the additional cost for such underground is not otherwise provided for in the Company's General Rules and Regulations Applying to Electric Service, the cost of the additional investment required by the Company to construct the facilities underground shall be assessed against the Municipality.

Before the Company starts placing any facilities underground pursuant to this Rider, the Municipality shall provide adequate assurance to the Company that the Municipality's obligations to pay for such facilities are valid, lawful and enforceable against the Municipality.

**INVESTMENT RECOVERY**

The following shall be used in determining and recovering the additional investment from each Municipality.

1. The Company shall estimate the installed cost of the underground facilities and the installed cost of equivalent overhead facilities and shall provide these estimates to the Municipality to aid the Municipality in determining whether to proceed with the undergrounding of the facilities.
2. Where underground facilities will not replace existing overhead facilities, any actual cost of installing underground facilities in excess of the estimated cost of installing overhead facilities, plus the cost of estimating the installed cost of both facilities, shall be the additional investment.
3. Where underground facilities will replace existing overhead facilities the actual installation cost of underground facilities, plus all costs associated with the retirement of the existing overhead facilities, plus the costs of estimating the underground facilities and retirement of the existing facilities, shall be the additional investment. The costs associated with retirement of the facilities shall include all costs associated with removal, as well as the original cost of such facilities, less accrued depreciation and salvage value.
4. The length of the recovery of this additional investment will be seven years or such term as agreed by the Municipality and the Company from the date of installation of each underground project. For recovery periods greater than ten years, the Company must file for Commission approval.

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**KANSAS CITY, MO 64138**MUNICIPAL UNDERGROUND COST RECOVERY RIDER (Continued)  
ELECTRICINVESTMENT RECOVERY (Continued)

5. Monthly charges under this Rider shall be calculated by multiplying the additional investment by the Company's monthly fixed charge rate in effect as of the date the first monthly charge for that additional investment was billed. The monthly fixed charge rate shall include a component for equity return, debt return, depreciation, taxes, property taxes, and insurance. Monthly charges shall be shown as a separate line item on the monthly electric bill of the Municipality. If the Municipality does not take electric service from the Company, the Company shall render monthly bills for the charges to the Municipality.

The fixed charge shall be determined as follows: 
$$FC = PVRR \times \left[ \frac{i}{1 - (1 + i)^{-N}} \right] \div 12$$

Where: FC = Levelized fixed charge

$$PVRR = \sum_{T=1}^N \text{Revenue Requirement}_T \left( \frac{1}{1 + i} \right)^T$$

i = Composite Return (overall after-tax rate of return)

N = Number of years

T = Year

Revenue Requirement<sub>T</sub> = Dbt + Pfd + Eq + Dpr + Tax + PropTax + Ins

Dbt = Return on Debt

Pfd = Return on Preferred

Eq = Return on Common Equity

Dpr = Return of investment, depreciation

Tax = Current & Deferred Income Taxes

PropTax = Property Taxes

Ins = Insurance

6. The monthly charge will appear on bills rendered to the Municipality 30 days after placing in service the first facilities for each project that are subject to that Municipality's ordinance or regulation in service. The monthly charge may reflect the total estimated costs of undergrounding until the final actual costs of the additional facilities are known. The monthly charge shall be adjusted to reconcile the estimated costs to the actual costs. The amount of the monthly charge shall be reviewed and adjusted at least once annually or more often at the discretion of the Company to reflect the cost of additional facilities installed underground.

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**KANSAS CITY, MO 64138**

MUNICIPAL UNDERGROUND COST RECOVERY RIDER (Continued) ELECTRIC
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INVESTMENT RECOVERY (Continued)

7. All costs of the Company referenced in this Rider shall include applicable material and loaded labor costs, including allocation of indirect costs, plus legal, condemnation and private easement costs, whether public right-of-way is available or not. Indirect costs are comprised of, but not limited to, supervision, engineering, transportation, material handling, taxes, insurance and administrative cost functions that support actual construction and retirement. The amount of the allocation of indirect costs is derived by application of unit costs or allocation percentages, determined from historical experience. A copy of the Company's estimate of the cost of construction including direct and indirect costs shall be furnished to the Customer upon request prior to construction.
8. If the Municipality repeals or rescinds its requirements concerning underground facilities subject to this Rider, the monthly charges shall continue until all costs incurred pursuant to ordinance or regulation have been paid.
9. Failure by the Municipality to pay the monthly charges shall be grounds for disconnection of service to such Customer in accordance with the Company's General Rules and Regulations Applying to Electric Service.

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**KANSAS CITY, MO 64138**

TAX AND LICENSE RIDER ELECTRIC
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APPLICABLE

This rider is applicable to all Company's electric rate schedules, except it shall not be applicable to revenues for service to the following revenue classifications unless specifically required by governmental authorities having jurisdiction:

1. Municipal
2. Other Public Authorities
3. Interdepartmental
4. Industrial

All gross receipts taxes, franchise taxes, franchise payments, occupational taxes, license taxes and taxes of a similar nature imposed by a city, town, village, or other local governmental agency shall be included as a separate item in the charges for electric service, furnished under all schedules, rendered to and for persons located within the limits of the city, town, village, or other local governmental agency's territory imposing such tax. This applies to taxes and other payments based on receipts, revenue, or income; or on taxes consisting of a stated amount in dollars and cents. A pro rata portion of such tax shall be included as a separate item in the customer's statement for service rendered and shall be calculated by applying thereto a percentage factor equivalent to the ratio of such tax to receipts or revenues on which tax may be applied for the same period.

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RULES AND REGULATIONS  
ELECTRIC

	<u>Sheet No.</u>
1. DEFINITIONS	R-4
2. SERVICE AGREEMENTS	
2.01 Applications for Service	R-6
2.02 Term of Agreement	R-7
2.03 Agreements Not Transferable	R-7
2.04 Deposits and Guarantees of Payment	R-7
2.05 Discontinuance of Service	R-11
2.06 Cold Weather Rule	R-16
2.07 Charge for Reconnection, Connection or Collection	R-20
2.08 Temporary Service	R-20
2.09 Returned Check	R-21
3. SUPPLYING AND TAKING OF SERVICE	
3.01 Interruptions to Electric Service	R-22
3.02 Use of Electrical Energy	R-24
3.03 Indemnity to Company	R-24
3.04 Access to Customer's Premises	R-24
3.05 Tapping of Company's Lines	R-24
3.06 Location and Route of Company's Facilities	R-25
4. INSTALLATIONS	
4.01 Customer's Installation	R-26
4.02 Protection of Company's Property	R-27
4.03 Clearances	R-27
4.04 Increasing Connected Load	R-28
4.05 Motor Installations	R-28
4.06 Unsafe Condition or Disturbing Uses of Service	R-29
4.07 Attachment to Company's Property	R-30
4.08 Relocation of Company's Facilities	R-30
4.09 Moving Structures	R-30
5. METERING	
5.01 Meter Installations	R-31
5.02 Multiple Metering	R-32
5.03 Meter Testing	R-32
5.04 Billing Adjustments	R-32



**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS  
ELECTRIC

Sheet No.

## 6. METER READING, BILLING, AND COMPLAINT PROCEDURES

6.01	Billing and Reading of Meters	R-34
6.02	Billing Period	R-35
6.03	Choice and Application of Rates	R-35
6.04	Billing and Payment Standards	R-37
6.05	Level Payment Plan	R-40
6.06	Disputes	R-41
6.07	Settlement Agreements and Extension Agreements	R-43
6.08	Commission Complaint Procedures	R-44
6.09	Late Payment Charge	R-45

## 7. EXTENSION OF ELECTRIC FACILITIES

7.01	Purpose	R-46
7.02	Definition of Terms	R-46
7.03	General Provisions	R-49
7.04	Permanent Service	R-50
7.05	Indeterminate Service	R-51
7.06	Temporary Service	R-51
7.07	Extension Upgrade	R-51
7.08	Relocation or Conversion Request	R-52
7.09	Excess Facilities Request	R-52
7.10	Applicability Limitation	R-52
7.11	Summary of Policy Administration	R-53

## 8. ELECTRIC POWER AND CURTAILMENT PLAN

8.01	Purpose	R-55
8.02	Essential Services	R-56
8.03	Curtailed Plan	R-57
8.04	Appendix of Priority of Curtailment Plan	R-58

## 9. PROMOTIONAL PRACTICES

9.01	Fuel Cost Comparisons	R-59
9.02	Equipment Selection	R-59
9.03	Energy Consulting	R-59
9.04	Promotion of High Efficiency Electric Appliances	R-59
9.05	Educational Services	R-59
9.06	Residential Customer Purchase Plan	R-59
9.07	Commercial and Industrial Purchase Plan	R-60
9.08	Unregulated Competition Variances	R-62

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1  
Canceling P.S.C. MO. No. \_\_\_\_\_

Original Sheet No. R-3  
Sheet No. \_\_\_\_\_

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**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

	<u>Sheet No.</u>
10. ENERGY AUDIT PROGRAM	
10.01 Residential Mail-in Audits	R-63
10.02 Large Commercial and Industrial (Class A) Audits	R-63
10.03 Small Commercial and Industrial (Class B) Audits	R-64
11. COMPLIANCE WITH RULES AND REGULATIONS	
11.01 Failure to Comply	R-65
12. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED	R-66

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
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## 1. DEFINITIONS

- A. Bill means a written demand for payment for service and the taxes and franchise fees related to it.
- B. Billing period means a normal usage period of not less than twenty-six (26) or more than thirty-five (35) days for a monthly-billed customer except for initial, corrected, or final bills.
- C. Company means Aquila Networks - L&P or Aquila Networks - MPS.
- D. Commission means the Missouri Public Service Commission.
- E. Complaint means an informal or formal complaint under Commission Rule 4 CSR 240-2.070 and Section 6.08 of these Rules.
- F. Customer means a person or legal entity responsible for payment for service except one denoted as a guarantor.
- G. Cycle billing means a system that results in the rendition of bills to various customers on different days of a month.
- H. Delinquent charge means a charge remaining unpaid at least twenty-one (21) days from the rendition of the bill by Company.
- I. Delinquent date means the date stated on a bill, which shall be at least twenty-one (21) days from the rendition of the bill, after which Company may assess an approved late payment charge in accordance with Company's tariff on file with the Commission.
- J. Deposit means money paid in advance to Company for the purpose of securing payment of delinquent charges which might accrue to the customer who made the advance.
- K. Discontinuance of service or discontinuance means a cessation of service not requested by a customer.
- L. Due date means the date stated on a bill when the charge is considered due and payable.
- M. Estimated bill means a charge for utility service that is not based on an actual reading of the meter or other registering device by an authorized Company representative.
- N. Extension agreement means a verbal agreement between Company and the customer extending payment for fifteen (15) days or less.
- O. Guarantee means a written promise from a third party to assume liability up to a specified amount for delinquent charges that might accrue to a particular customer.

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

1. DEFINITIONS (Continued)

- P. In dispute means any matter regarding a charge or service that is the subject of an unresolved inquiry.
- Q. Late payment charge means an assessment on a delinquent charge in accordance with Company's tariff on file with the Commission and in addition to the delinquent charge.
- R. Normal business hours means the hours from 8 am to 5 pm Central Standard Time Monday through Friday except Company observed holidays.
- S. Rendition of a bill means the mailing or hand delivery of a bill by Company to a customer.
- T. Residential service or service means the provision of or use of a utility service for domestic purposes.
- U. Seasonally billed customer means a customer billed on a seasonal basis in accordance with Company's tariff on file with the Commission.
- V. Settlement agreement means an agreement between a customer and Company that resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the customer's normal billing period.
- W. Tariff means a schedule of rates, services and rules approved by the Commission.
- X. Termination of service or termination means a cessation of service requested by a customer.
- Y. Utility means an electric corporation as those terms are defined in Section 386.020, RSMo.
- Z. Utility charges means the rates for utility service and other charges authorized by the Commission as an integral part of utility service.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

**2. SERVICE AGREEMENTS**

## 2.01 Applications for Service

- A. Before Company begins rendering any electric service, the person(s), firm, or corporation shall supply the information necessary to complete Company's Standard Application for Service. Such information may be supplied either in person in Company's office or by telephone. A separate application shall be made for each customer for each class of service at each metering point, and at each separate location. Areas separated by public streets or alleys shall be considered separate locations. In cases where the installation of new facilities is required before service can be rendered, Company reserves the right to require such customer to execute a special contract consistent with these Rules prior to commencing service. In cases where there may be a succession of service to specific premises which prior to such succession had been covered by a contract requiring the payment of special minimums, or other payments in addition to the charges provided by regular rate tariffs, Company reserves the right to require such successor to execute a contract providing for the same special payments as was provided in the previous contract covering service to such premises. In any case where service is rendered under Company's nonresidential rate tariffs, the customer shall be required to execute an Electric Service Contract prior to receiving service when such contract is requested by Company.
- B. Company shall not be required to commence supplying electric service to a customer, or if commenced, Company may discontinue such service, if at the time of application such customer or any member of his/her household (either having received substantial benefit and use of the previous electric service) is indebted to Company for the same class of electric service previously supplied at such premises or any other jointly occupied premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made. Connection of service prior to receiving any deposit that may be required under Section 2.04 of these Rules shall not invalidate Section 2.04.
- C. All applications for Large Power Service will be made in writing by the customer. Such applications will contain complete information regarding the magnitude of the customer's load, the length of time such load will be operated each day, and the approximate life of the installation for which the customer intends to use the service. Such information will be used by Company to compute the revenue to be received from such customer. Company will then estimate the costs required to provide the facilities necessary to render such service to such customer. After considering the revenue and investment required, Company reserves the right to require the customer to execute a special contract for service prior to commencing the construction of any necessary facilities.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****2.02 Term of Agreement**

- A. Commencement of service by Company in conformance with the request of the customer and acceptance of service by the customer shall be considered as an agreement on the part of the customer to receive service under these Rules. In absence of a contract for service, the obligations of both parties shall continue on a month-to-month basis until terminated by mutual consent of Company and the customer.
- B. A reasonable time for cessation of service shall prevail when service is terminated.

**2.03 Agreements Not Transferable**

Electric service supplied under an agreement is for the customer's use within or upon the premises served and for the purpose designated in the agreement, and such agreement is not transferable without the written consent of Company.

**2.04 Deposits and Guarantees of Payment**

- A. Prompt connection of service in advance of collection of a deposit from the customer shall not affect the requirement for such deposit by the customer where a deposit is required.
- B. Company may require a security deposit or other guarantee from new residential customers as a condition of service due to any of the following:
- (1) The customer has outstanding with a utility providing the same type of service an unpaid bill that accrued within the last five (5) years and at the time of the request for service remains unpaid and not in dispute.
  - (2) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five (5) years.
  - (3) The customer is unable to establish an acceptable credit rating. The customer shall be deemed to have established an acceptable credit rating if the customer meets any of the following criteria:
    - (a) Owns or is purchasing a home.
    - (b) Is and has been regularly employed on a full-time basis for at least one (1) year.
    - (c) Has an adequate regular source of income.
    - (d) Can provide adequate credit references from a commercial credit source with a minimum history of one (1) year.

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**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****2.04 Deposits and Guarantees of Payment (Continued)**

- C. Company may require a security deposit or other guarantee as a condition of continued service to any residential customer at a new or old location due to any of the following:
- (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute;
  - (2) In an unauthorized manner, the customer interfered with or diverted the service of Company situated on or about or delivered to the customer's premises;
  - (3) The customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive billing periods. Prior to requiring a customer to post a deposit under this Section, Company shall send the customer a written notice explaining Company's right to require a deposit or include such explanation with each written discontinuance notice.
- D. Deposits for electric service assessed to residential customers under the provisions of Sections (C)(1) or (C)(3) of this Rule during the months of November, December, and January may, if the customer is unable to pay the entire deposit, be paid by installments over a six (6) month period.
- E. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required on all new nonresidential customers. A new nonresidential customer is a customer that is not currently receiving nonresidential service from Company at another location.
- F. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required as a condition of continued service to any existing nonresidential customer due to any of the following:
- (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute.
  - (2) The customer has failed to pay an undisputed bill before the delinquency date for two (2) billing periods out of twelve (12) consecutive billing periods or has had any check, draft, or payment order returned for any reason other than bank error.
  - (3) The customer has in an unauthorized manner interfered with or diverted the service.
  - (4) The customer has an unsatisfactory credit rating from a financial institution or credit rating agency commonly recognized in the financial community.
  - (5) Misrepresentation of identity for the purpose of obtaining utility service.
  - (6) It has been indicated in a public medium that the customer is experiencing financial difficulties

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 2.04 Deposits and Guarantees of Payment (Continued)

G. A security deposit required pursuant to these Rules is subject to the following terms and conditions:

- (1) A deposit shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12) month period at the service location or, in the case of a new customer, who is assessed a deposit under Section 2.04 (B) (3) of this Rule, one-sixth (1/6) of the estimated annual bill for utility charges at the requested service location.
- (2) Interest at the rate of six percent (6.0%) per annum compounded annually shall accrue on all deposits. Interest shall be either credited to the service account of the customer on an annual basis or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date Company has made a reasonable effort to return such deposit to the customer. This Rule shall not preclude Company from crediting interest upon each service account during one (1) billing cycle annually.
- (3) Upon discontinuance or termination of service other than for a change of service address, the deposit shall be credited, with accrued interest, to the utility charges on the final bill. The balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill.
- (4) Upon satisfactory payment of all undisputed electric charges during the last twelve (12) billing months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit. Company may refund security deposits from nonresidential customers after the customer has established satisfactory credit for a minimum period of thirty-six (36) months.
- (5) Company shall maintain records that show the name of each customer who has posted a deposit, the current address of the customer, the date and amount of deposit, the date and amount of interest paid, and information to determine the earliest possible refund date.



**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 2.04 Deposits and Guarantees of Payment (Continued)

- (6) Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a receipt as evidence of deposit, unless Company shows the existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information: name of customer; date of payment; amount of payment; identifiable name, signature, and title of Company employee receiving payment; statement of the terms and conditions governing the payment, retention, and return of deposits.
  - (7) Company shall provide means where a person entitled to a return of a deposit is not deprived of the deposit refund even though s/he may be unable to produce the original receipt for the deposit; provided s/he can produce adequate identification to ensure that s/he is the customer entitled to refund of the deposit.
  - (8) No deposit or guarantee or additional deposit or guarantee shall be required by Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability, or geographical area of residence.
  - (9) In the event a residential customer applying for service is unable to make the full amount of a required deposit at one time, s/he may be permitted to make such deposit in up to three (3) consecutive monthly installments, unless Company can show a likelihood that the customer does not intend to pay the full amount of the deposit and his/her bills for electric service.
- H. In lieu of a deposit, Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.
- I. A guarantor shall be released upon satisfactory payment of all undisputed electric charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold the release of the guarantor pending the payment of all undisputed charges or the resolution of a matter in dispute or unauthorized interference by the customer.
- J. Company may apply all deposits subject to refund against existing undisputed utility charges provided the amount of the refund is identified and disclosed on the bill. Deposits otherwise subject to refund may be withheld pending the outcome of any dispute.

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

2.05 Discontinuance of Service

- A. Company may discontinue service to a residential customer for one (1) or more of the following reasons:
- (1) Nonpayment of an undisputed delinquent charge.
  - (2) Failure to post a required security deposit or guarantee.
  - (3) Unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises.
  - (4) Failure to comply with the terms and conditions of a settlement agreement.
  - (5) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purposes of inspection, meter reading, maintenance, or replacement. If Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
  - (6) Misrepresentation of identity for the purpose of obtaining utility service.
  - (7) Violation of any other Rules of Company approved by the Commission that adversely affects the safety of the customer or other persons, or the integrity of Company's delivery system.
  - (8) As provided by state or federal law.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 2.05 Discontinuance of Service (Continued)

- B. None of the following shall constitute sufficient cause for Company to discontinue service:
- (1) The failure of a customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the utility service provided by Company.
  - (2) The failure of the customer to pay for service received at a separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate residential metering point, residence, or location, in accordance with these Rules, Company may transfer and bill any unpaid balance to any other residential service account of the customer, and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this Rule.
  - (3) The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under optional rate tariffs or provisions is not considered as a different class of service for the purpose of this Rule.
  - (4) The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued:
    - (a) Received substantial benefit and use of the service, or
    - (b) Served as a guarantor for an account where service was discontinued or terminated, and the account has an unpaid delinquent charge.
  - (5) The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user.
  - (6) The failure to pay a bill correcting a previous under billing, whenever the customer claims an inability to pay the corrected amount, unless Company has offered the customer a payment arrangement equal to the period of under billing.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 2.05 Discontinuance of Service (Continued)

- C. Subject to the requirements of these Rules, Company may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within eleven (11) business days after that. Service shall not be discontinued on a day when Company personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day. After the eleven (11) business day effective period of the notice, all notice procedures required by this Rule shall again be followed before Company may discontinue service.
- D. The notice of discontinuance shall contain the following information:
- (1) The name and address of the customer and the address, if different, where service is rendered.
  - (2) A statement of the reason for the proposed discontinuance of service and the cost for reconnection.
  - (3) The date on or after which service will be discontinued unless appropriate action is taken.
  - (4) How a customer may avoid the discontinuance.
  - (5) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time.
  - (6) A telephone number the customer may call from the service location without incurring toll charges and the address of Company prominently displayed where the customer may make an inquiry. Charges for measured local service are not toll charges for purposes of this Rule.
- E. Company shall not discontinue residential service pursuant to Section (A) unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. As an alternative, Company may deliver a written notice in hand to the customer at least ninety-six (96) hours prior to discontinuance. Company shall maintain an accurate record of the date of mailing or delivery. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to Sections 4 CSR 240-13.045 (5) and (6) of Commission Rules and Section 6.06 (E) and (F) of these Rules that is currently the subject of a dispute pending with Company or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement. If Company inadvertently issues the notice, Company shall take necessary steps to withdraw or cancel the notice.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 2.05 Discontinuance of Service (Continued)

- F. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by single meter, notices of Company's intent to discontinue shall be conspicuously posted in public areas of the building provided, however, that these notices shall not be required if Company is not aware that said structure is a single metered, multi-dwelling unit residential building. These notices shall include the date on or after which discontinuance may occur, and advise of tenant rights pursuant to Section 441.650, RSMo. Company shall not be required to provide notice in individual situations where safety of employees is a consideration.
- G. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered at which a single customer is responsible for payment for service in all units in the building, or at a residence in which the occupant using electric service is not Company's electric customer, Company shall give the occupant(s) a written notice of its intent to discontinue service provided, however, that this notice shall not be required unless one (1) occupant has advised Company, or Company is otherwise aware that s/he is not the customer.
- H. In the case of a multi-dwelling unit residential building where each unit is individually metered, or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant may apply in his/her name for service of the same character presently received through that meter.
- I. At least twenty-four (24) hours preceding discontinuance of service, Company shall make reasonable efforts to contact the customer to advise him/her of the proposed discontinuance and what steps must be taken to avoid it. Reasonable efforts shall include either a written notice following the notice pursuant to Section (D), a door hanger, or at least two (2) telephone call attempts reasonably calculated to reach the customer.
- J. Immediately preceding the discontinuance of service, the employee of Company designated to perform this function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the customer or responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued, and the address and telephone number of Company where the customer may arrange to have service restored.

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

2.05 Discontinuance of Service (Continued)

- K. Notwithstanding any other provision of these Rules, Company shall postpone the discontinuance of electric service to a residential customer for a time not in excess of twenty-one (21) days if Company is advised the discontinuance will aggravate an existing medical emergency of the customer, a member of his/her family, or other permanent resident of the premises where service is rendered. Company may require a customer to provide satisfactory evidence that a medical emergency exists.
- L. Notwithstanding any other provision of these Rules, Company may discontinue service temporarily for reasons of maintenance, health, safety, or a state of emergency.
- M. Upon the customer's request, Company shall restore service consistent with all other provisions of these Rules when the cause for discontinuance has been eliminated, applicable restoration charges have been paid, and, if required, satisfactory credit arrangements have been made. At all times a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made no later than the next business day following the day requested by the customer. Company may charge the customer a reasonable fee for restoration of service, as provided in Company approved tariffs.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 2.06 Cold Weather Rule

## A. The following definitions shall apply in this Rule:

- (1) Energy Crisis Intervention Program (ECIP) means the federal ECIP administered by the Missouri Division of Family Services under Section 660.100, RSMo.
- (2) Heat-related utility service means any electric service that is necessary to the proper function and operation of a customer's heating equipment.
- (3) Low Income Home Energy Assistance Program (LIHEAP) means the federal LIHEAP administered by the Missouri Division of Family Services under Section 660.110, RSMo.
- (4) Registered elderly or handicapped customer means one who is sixty (60) years old and above, or is handicapped to the extent that s/he is unable to leave the premises without assistance and who files with Company a form approved by the Commission attesting to the fact that s/he meets these qualifications and which also lists an agency or person that Company shall contact as required in this Rule.
- (5) Utilicare means the state program of energy assistance established by Section 660.122, RSMo.

## B. This Rule takes precedence over other Rules on provision of heat-related utility service from November 1 through March 31 annually.

## C. Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, Company shall:

- (1) Notify the customer, at least ten (10) days prior to the date of the proposed discontinuance, by first class mail, and in the case of a registered elderly or handicapped customer the additional party listed on the customer's registration form of Company's intent to discontinue service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice.
- (2) Make further attempts to contact the customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in Section (C) (1), sent by first class mail, or a door hanger, or at least two (2) telephone call attempts to the customer.
- (3) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by Section 2.05 (J).

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****2.06 Cold Weather Rule (Continued)**

- (4) Make a personal contact on the premises with a registered elderly or handicapped customer or some member of the family above the age of fifteen (15) years at the time of the discontinuance of service.
  - (5) Ensure that all of the notices and contacts required in this Section shall describe the terms for provisions of service under this Rule, including the method of calculating the required payments, the availability of financial assistance from the Division of Family Services, and social service or charitable organizations that have notified Company that they provide assistance and the identity of those organizations.
- D. Weather Provisions. Discontinuance of electric service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where electricity is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited as follows:
- (1) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty degrees Fahrenheit (30°F).
  - (2) On any day when Company personnel will not be available to reconnect electric service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty degrees Fahrenheit (30°F).
  - (3) Nothing in this Section shall prohibit Company from establishing a higher temperature threshold below which it will not discontinue electric service.
- E. Discontinuance of Service. From November 1 through March 31, Company may not discontinue heat-related residential electric service due to nonpayment of a delinquent bill or account provided:
- (1) The customer contacts Company and states his/her inability to pay in full.
  - (2) The customer applies for financial assistance in paying his/her heat-related electric bill from any federal, state, local, or other heating payment fund program for which s/he may be eligible.
  - (3) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section (H) of this Rule.
  - (4) The customer complies with Company's requests for information regarding the customer's monthly or annual income.
  - (5) There is no other lawful reason for discontinuance of electric service.



**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****2.06 Cold Weather Rule (Continued)**

- F. Deposit Provisions. Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this Rule to those customers who enter into a payment agreement and make timely payments in accordance with this Rule.
- G. Reconnection Provisions. If Company has discontinued heat-related electric service to a residential customer due to nonpayment of a delinquent account, Company, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided:
- (1) The customer contacts Company, requests Company to reconnect service, and states an inability to pay in full.
  - (2) The customer applies for financial assistance in paying his/her heat-related electric bill from any federal, state, local, or other heating payment fund program for which s/he may be eligible.
  - (3) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section (H) of this Rule.
  - (4) The customer complies with the request of Company for information regarding the customer's monthly or annual income.
  - (5) None of the amount owed is an amount due as a result of unauthorized interference, diversion, or use of Company's service, and the customer has not engaged in such activity since last receiving service.
  - (6) There is no other lawful reason for continued refusal to provide electric service.
- H. Payment Agreements. The payment agreement for service under this Rule shall comply with the following:
- (1) A pledge of an amount equal to any payment required by this Section by the agency which administers LIHEAP, Utilicare, or ECIP, or a combination of these, shall be deemed to be the payment required. Company shall confirm in writing the terms of any payment agreement under this Rule, unless the extension granted the customer does not exceed two (2) weeks.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 2.06 Cold Weather Rule (Continued)

## (2) Payment Calculations.

- (a) Company shall first offer a twelve (12) month level payment plan that is designed to cover the total of all preexisting arrears, current bills, and Company's estimate of the ensuing bills.
- (b) If the customer states an inability to pay the level payment plan amount, Company and the customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, Company and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history, and the customer's ability to pay.
- (c) Company shall permit a customer to enter into a payment agreement to cover the current bill plus arrearage in fewer than twelve (12) months if requested by the customer.
- (d) Company may revise the required payment in accordance with its levelized payment plan.

## (3) Initial Payments.

- (a) For a customer who has not defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be the amount of the monthly payment calculated in Section (H) (2) of this Rule.
  - (b) For a customer who has defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be an amount equal to the total of the delinquent installments, unless Company and the customer agree to a lesser amount.
- I. If Company refuses to provide service pursuant to this Rule and the reason for refusal of service involves unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises, Company shall maintain records concerning the refusal of service which, at a minimum, shall include the name and address of the person denied reconnection, the names of all Company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal, and any other relevant information.
  - J. The Commission shall recognize and permit recovery of reasonable operating expenses incurred by Company because of this Rule.
  - K. Company may apply for a variance from this Rule by filing an application for variance with the Commission pursuant to the Commission's Rules of procedures.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****2.07 Charge for Reconnection, Connection or Collection**

- A. If electric service is discontinued for violation of any of the terms or conditions of any service agreement or on account of a delinquent service bill, a charge shall be made to the customer whose service was discontinued to cover the cost of reconnecting service before electric service will be resumed. This Reconnection Charge shall be assessed to the customer per Section 12 of these Rules.
- B. There is no charge for service connections during normal business hours. Where service connections are made outside of normal business hours, the same charge shall apply as for reconnecting service. This Connection Charge shall be assessed to the customer per Section 12 of these Rules.
- C. When it is necessary for a Representative of Company to visit the service address for the purpose of disconnecting electric service and the Representative collects the delinquent payment amount a Collection Charge shall be assessed to the customer per Section 12 of these Rules
- D. Charges in this Section do not cover any extension that may be necessary to provide customer service. Charges for and conditions of extending electric service are included in Section 12 of these Rules.

**2.08 Temporary Service**

- A. Applications for temporary service will be reviewed by Company, as received, and considered as a special contract subject to the applicable rates, rules, regulations, terms, conditions, and orders of all governmental authorities having jurisdiction. Such temporary service shall also be subject to the Rules of Company on file with the Commission.
- B. The customer shall assume the liability of Company's up-and-down cost of extending temporary overhead or underground service. Company's up-and-down cost referred to is Company's total cost of extending and removing facilities installed for the sole benefit of the customer, less estimated salvage value of any material removed. Company shall furnish the customer with information that sets forth the estimated up-and-down costs, less salvage value of certain facilities included in such up-and-down cost estimates. Prior to starting construction of temporary facilities, the customer shall pay Company an amount equal to the estimated up-and-down costs of the facilities, less the estimated salvage value of the material taken down. In the event the actual up-and-down costs, less material to be salvaged, are less than the amount of the estimated costs, Company shall refund the amount of the difference between the actual costs and the estimated costs. In the event the actual up-and-down costs, less salvage, are more than the estimated costs, the customer shall pay Company the amount of the difference between the estimated costs and the actual costs.

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS

**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

2.09 Returned Check

If a customer tenders to Company a check, draft, or a payment order in payment for service billed which is ultimately dishonored for reasons other than bank error, the customer shall be assessed a Returned Check Charge per Section 12 of these Rules. If the returned check, draft, or payment order is for payment for both electric and gas service, Company will assess only one (1) Returned Check Charge.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS  
ELECTRIC

### 3. SUPPLYING AND TAKING OF SERVICE

#### 3.01 Interruptions to Electric Service

- A. Company does not guarantee but will endeavor to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits. Company shall not be liable for damage or losses which the consumer may sustain due to interruptions in service, variations in the service characteristics, high or low voltage, the single phasing of three phase service, phase reversals, the use of electrical appliances, or the presence of Company's property on the consumer's premises whether such damages are caused by or involve any fault, failure, or negligence of Company or otherwise except such damages which are caused by or due to the willful and wanton misconduct of Company. Attachments, devices, mechanisms, or regulators designed to prevent appliances, motors, generators, and other equipment receiving electric current from incurring damage caused by interruptions in service, variations in service characteristics, high or low voltage, the single phasing of three phase service, and phase reversals are available and customers may obtain from Company information as to the manufacturers of such attachments, devices, mechanisms, and regulators. The responsibility for the selection and installation of such attachments, devices, mechanisms, and regulators rests solely with the customer.
- B. In the event Company at any time does not have sufficient power available from its generating facilities and from contract power purchases to serve all of the power demanded by its customers, or in the event Company at any time does not have sufficient transmission and distribution system capacity to serve all of the power demanded by its customers, or any combination of the above, Company shall use whatever legal means are necessary to reduce the customers' total demand to a level within Company's available power sources and system capacity in order to continue supplying customer requirements to the maximum extent possible. Such reductions shall be accomplished in the following listed sequence of categories starting with number one (1).
- (1) Company will solicit voluntary curtailment of electrical power use by customers.
  - (2) Company will reduce voltage to customers, where possible, to a level that will have minimal effect on the operation of most customers' equipment.
  - (3) Company will interrupt electric power to circuits serving primarily industrial customers. If the load level does not require that all customers in this category be interrupted, then a schedule will be followed alternately interrupting this category of customers such that each customer will be interrupted about an equal amount of time during immediate or future curtailments. Special consideration is to be given to critical loads affecting the public health and welfare.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 3.01 Interruptions to Electric Service (Continued)

- (4) Company will interrupt electric power to circuits serving primarily commercial customers. If the load level does not require that all customers in this category be interrupted, then a schedule will be followed alternately interrupting this category of customers such that each customer will be interrupted about an equal amount of time during immediate or future curtailments. Special consideration is to be given to critical loads affecting the public health and welfare.
- (5) Company will interrupt electric power to circuits serving primarily residential customers. If the load level does not require that all customers in this category be interrupted, then a schedule will be followed alternately interrupting this category of customers such that each customer will be interrupted about an equal amount of time during immediate or future curtailments. Special consideration is to be given to critical loads affecting the public health and welfare.
- C. Where there are critical time limitations for reducing customer loads to maintain system stability, then Company may initially utilize any of the above Sections (1) through (5) until the listed sequence of interruptions can be initiated.
- D. In case the customer's premises are rendered unfit for occupancy, either from damage or total destruction by fire, windstorm, other casualty, or act of God, then Company may, at its sole option, suspend the service contract with the customer during the time necessary to restore such premises and render the same fit for occupancy. Any such suspension shall be duly authorized in a letter written by Company to the customer. Such letter shall state the length of time the contract is to be suspended. In the event that Company suspends the contract, the customer shall not be compelled to pay during the period of such suspension the minimum monthly bills as provided in the contract, nor shall such suspended time be computed as any portion of the term of the contract. As soon as said suspension period expires, the contract shall then again become immediately operative. The time during which the contract may have been suspended shall be added to and become an extended period of the contract beyond the term specified in such contract. In the event that the work necessary to restore the premises and render the same fit for occupancy is not commenced and carried to completion within the time specified in the aforementioned letter of suspension, then the customer shall be billed the minimum charges as set out in said contract beginning at the expiration of the suspension period. Nothing in this Section shall be construed as permitting the customer to refuse to receive service or Company to refuse to deliver service after the cause of interruption or delay is removed.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

### 3.02 Use of Electrical Energy

- A. Except in cases where the customer has a contract with Company for interchange of electrical energy or for reserve auxiliary service, no other electric light or power service shall be used by the customer on the same installation in conjunction with Company's service either by means of a throw-over switch or any other connections. Any violation of this Rule by the customer shall authorize Company to discontinue its service entirely and remove the service connections.
- B. Except as provided for in Section 3.02 (A) of this Rule, the customer shall not sell the electricity purchased from Company to any other customer, company, or person. Electricity supplied is for the personal use of the customer. The customer shall not deliver the electricity purchased from Company to any connection wherein such electricity is to be used off of customer's premises or used by persons over whom customer has no control. For violation of this Rule, Company may remove its meter(s) and discontinue service. Customers receiving electricity on retail rate tariffs shall not be permitted to submeter and resell electricity.

### 3.03 Indemnity to Company

The customer shall indemnify, save harmless, and defend Company against all claims, damages, costs, or expenses for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the distribution and use of electricity by the customer at or on the customer's side of the point of delivery.

### 3.04 Access to Customer's Premises

Access shall be given Company's duly authorized employees or agents to the customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, or removing all of its apparatus used in connection with supplying electric service. Company will restore the surface following any necessary excavations in executing its obligations to provide service, but is not responsible for the replacement of trees, shrubs, fences, etc. At the termination of any service agreement, Company shall be permitted access to remove all its properties from the customer's premises. Company shall have the right to enter upon the customer's premises to discontinue, cut off, and remove its electric service as soon as, and as often as, default shall be made by the customer which results in the termination of the Service Agreement. The customer shall be subject to and conform to such reasonable rules as Company may establish to govern the general use of the electricity it supplies.

### 3.05 Tapping of Company's Lines

No person other than a duly authorized representative of Company shall be authorized to tap or connect a service line to Company's electric supply lines.

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS

**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

3.06 Location and Route of Company's Facilities

When extending electric service to customers, the route and location of Company facilities, including lines and services, shall be determined by Company pursuant to the extension policy contained in these tariff sheets. The location and route of facilities installed shall be in conformance with good practice for the overall electric distribution system taking all factors into consideration including safety, present and estimated future capacity requirements, and overall installation costs.



**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 4. INSTALLATIONS

## 4.01 Customer's Installation

- A. The customer shall, at their own risk and expense, install all suitable apparatus on their side of the point of delivery as defined in Section 5.01 (B) such as transformers, switches, wiring, and all other devices necessary to adequately protect his facilities, equipment, and appliances against any temporary changes in the character of service which may be brought about by any circumstances whatsoever. Such installation shall be of such character that it will not introduce injurious disturbances on Company's line, and the apparatus shall be selected and used so as to secure the highest practical point of efficiency. The customer shall install and maintain their electrical apparatus so as to conform to good practice applying to such installation. Company assumes no responsibility for the design or condition of the customer's installation.
- B. The wiring and electrical equipment in or upon the customer's premises beyond the point of delivery shall have such approval as is required by the appropriate municipal government or other properly constituted authority, and shall conform to the Rules of Company before it will be connected to Company's distribution system.
- C. All wiring shall conform to the requirements of the National Electrical Code of the National Board of Fire Underwriters. Company may refuse to give service where the installation is not in proper condition from the standpoint of safety, permanence, or adequacy for prospective loads. The customer shall notify Company before increasing their load if such increase is substantial. All repairs to the customer's equipment and apparatus shall be made by the customer. It is the responsibility of the customer to determine whether their equipment and apparatus are suitable for operation at the voltage, phase, and type of service that they will receive from Company. The responsibility of the customer regarding their use of service is not set aside by inspection by Company or by records of Company, whether made as a courtesy to the customer, as a protection to the service to other customers, or for other reasons. The responsibility of Company for quality of service or safe use of electrical energy ends at the point of delivery.
- D. Where the meter is to be installed on the customer's building or structure, the customer is to provide a space for installation of the meter in a clean, dry, safe, and easily accessible place that is free from vibration.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****4.02 Protection of Company's Property**

- A. The customer shall protect at all times the property of Company on the premises of the customer and shall permit no one but the agents of Company and other persons authorized by law to inspect or handle the wires, meters, and other apparatus of Company. In case of loss or damage to the property of Company from an act of negligence of the customer or his/her agents, or of failure to return appliances or equipment supplied by Company, the customer shall pay to Company the value of such property.
- B. Company may discontinue service to a customer and remove its equipment from the customer's premises without notice as stated in Section 2.05 in these Rules if evidence is found that its service wires, meters, or other appurtenances on the premises have been tampered with in such manner that the customer is then receiving or may have received unmetered service. In such event, Company may require the customer to pay for such electric energy as Company may estimate from available information to have been used but not registered by Company's meter and to increase his/her deposit or require a surety bond (in an amount determined by Company) before electric service is restored; and, in addition thereto, the customer shall be required to bear all associated costs incurred by Company, including, but not limited to, estimated labor charges, investigation and prosecution costs, material charges, and such protective equipment as, in its judgment, may be necessary.
- C. Trees or large shrubs shall not be set out under overhead electric lines or over underground electric lines if they are close enough that the limbs or roots will interfere with the operation or maintenance of said lines at some future date.

**4.03 Clearances**

- A. In the event overhead conductors from Company's distribution system cannot be attached normally to the customer's premises at a height which will provide the clearance required by the applicable Rules of the National Electrical Safety Code, then the customer shall erect and maintain an adequate support or supports which will permit compliance with such clearance rules.
- B. In the event a customer installs any facility or structure on his premises, or permits any facility or structure to be installed on his premises, which causes Company's electric facilities to be in violation of the National Electrical Code of the National Board of Fire Underwriters, the National Electrical Safety Code by the National Bureau of Standards, or clearances promulgated by any governmental authority having jurisdiction, the following corrective measures will be required:

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****4.03 Clearances (Continued)**

- (1) The customer will be given notice to correct the safety clearance code violation at their expense within thirty (30) days without altering any of Company's electric facilities.
- (2) If the safety code violation is not corrected by the customer within the thirty (30) day period, Company will proceed to correct the safety code violation at the customer's expense.
- (3) All such costs incurred by Company, including related expenses, will be included on the customer's first bill after all costs have been compiled.
- (4) Any delinquency by the customer related to the above expense will be handled under Section 2.05 of these Rules.

**4.04 Increasing Connected Load**

If the customer's connected load is increased without prior approval by Company, then the customer shall assume full responsibility for the quality of their service and for any damage to Company's distribution facilities and metering installations. The customer shall pay for such increased service at the appropriate rate tariff. Upon request by Company, the customer shall execute a new agreement at Company's regular published rate covering the total connected load or demand as so increased.

**4.05 Motor Installations**

- A. The maximum size motors permitted on residential service rate tariffs shall be ten (10) horsepower. Motors of less than ten (10) horsepower used in commercial or industrial establishments may be either single phase or three phase, providing three phase service is available at the customer's establishment and provided further that the availability of the applicable rate tariff permits such three phase service.
- B. All motors with a rated capacity of more than ten (10) horsepower shall be equipped with reduced-voltage starting equipment which will limit the in-rush current from the line to three hundred percent (300%) of the normal full load current of the motor, except that where the requirements of the customer are such that the in-rush current may exceed the above amount, the customer may make written application to Company to use such equipment setting out the detailed specifications of the motor and the starting equipment proposed to be used. Company will consider such application and if it determines that the use of such equipment will not be detrimental to the service supplied to other consumers of Company, then written permission will be given by Company for the use of the equipment specified in the customer's letter. Such written permission shall be requested by the customer before service is connected.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****4.05 Motor Installations (Continued)**

- C. It shall be the responsibility of the customer to furnish overload protection, over voltage protection, under voltage protection, under voltage release equipment, phase failure protection of all motors used by the customer, and all other equipment required for proper protection of the customer's electric facilities, apparatus, and/or employees.
- D. Customers using motors whose total load aggregate is more than fifty (50) horsepower shall notify Company of any material increases in motor load which may affect the equipment required to be installed by Company.
- E. Single phase motors with individual ratings of less than ten (10) horsepower may be connected on circuits for Residential Service, and electricity used by such motors shall be billed under the applicable residential rate tariff.
- F. Single phase motors with individual ratings of less than ten (10) horsepower may be connected on circuits for Small General Service and electricity used by such motors shall be billed under the applicable rate tariff.

**4.06 Unsafe Condition or Disturbing Uses of Service**

Company may refuse to render electric service to or may withdraw it whenever the wiring or equipment of a customer is in an unsafe condition or is designed or operated so as to disturb the electric service to other customers. Welding machines, X-ray machines, motors with excessive starting currents, and experimental electric devices will be served by Company if adequate protective devices approved in advance by Company are installed and maintained by the customer in accordance with Company's Rules. If the customer's installations of such equipment require Company to install separate transformers or other special equipment, the customer shall pay, in addition to the bill for electric energy at the appropriate rate tariff, an amount determined by Company and set out in the Special Service Contract.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

**4.07 Attachment to Company's Property**

The use of the poles, wires, towers, structures, transformers, or other facilities of Company by the customer or others for the purpose of fastening or supporting any radio or television equipment, or any wires, ropes, signs, banners, or anything of similar nature, or the locating of the same in such proximity to property or facilities of Company so as to cause, or be likely to cause, interference with the supply of electric service, or create a dangerous condition in connection therewith, is prohibited. Company shall have the right to remove such items without notice.

**4.08 Relocation of Company's Facilities**

When a customer requests that Company relocate or modify facilities, and Company agrees to such relocation or modification, Company shall require a contribution in aid of construction for any part of Company's estimated cost of relocating or modifying the facilities that cannot be supported by revenue resulting directly from customer's added load requiring the relocation or modification of facilities.

**4.09 Moving Structures**

Whenever a house, derrick, building or other structure is to be moved over a route traversed or crossed by Company's overhead wires or guy wires, advance written notification must be given to Company and arrangements made for the proper handling of any wires or guys which must be raised or moved, in compliance with all applicable Company standards, laws and/or rules governing such move. The charges will include work performed for, revenue lost in, and materials used for moving, relocating, cutting, lowering, raising and de-energizing transmission and/or distribution facilities. In no instance shall anyone except Company's duly authorized employees or agents attempt to cut, raise, lift or move any of Company's wires, guys, poles or other facilities.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 5. METERING

## 5.01 Meter Installations

- A. The customer shall provide, and at all times maintain on the premises to be supplied with electricity, space for the installation of Company's meters or other devices necessary to supply electricity to the premises. Company shall extend service conductors to the line side of the meter. The customer is responsible for furnishing and installing the meter socket, service entrance conductors, service mast, conduit, ground rod and any associated materials for overhead service installations except for exceptions listed below. The customer is responsible for furnishing and installing the meter socket, riser conduit, ground rod and all associated materials for underground service installations including conduit from the underground distribution system to the point of delivery to the customer except for exceptions listed below.

Exceptions: Company will furnish and install the meter socket, current transformers, potential transformers and all associated instrument wiring for CT rated installations. However, the customer will be required to furnish and install any required metering cabinets and associated hardware.

- B. The point of delivery by Company shall be at the load side of Company's meter and at the location designated by Company. The meter location may be on the customer's building, on a pad-mounted transformer, on a pole, or other appropriate location designated by Company. The customer shall be responsible for the installation, maintenance, protection, and proper operation of all facilities beyond the point of metering except that at residences where Company elects to meter at a service pole or at a pad-mounted transformer instead of at the residence. Company will supply one (1) service to the residence on the same basis as if the meter were installed at the residence. For all customers, the point of delivery shall be at the meter location or at some point along a service that may be selected by Company. Company shall furnish and install a meter to be used for billing purposes. Any equipment furnished by or installed by Company shall upon installation become Company's property and may be removed by it at any time after the termination of the Service Agreement or upon discontinuance of electric service for any reason.
- C. Only one (1) meter will be installed for a customer at a given location to measure service of like character, except as otherwise provided herein.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****5.01 Meter Installations (Continued)**

- D. Where demand meters are used for metering service to customers for billing purposes, the applicable rate schedule shall designate the demand interval to be used for normal service. However, where customers request demand meter contact signals and Company agrees to furnish such demand meter contact signals, Company shall charge the customer the entire investment cost of providing such contact signals plus any estimated monthly operating costs expected. Company shall be permitted to use a five (5) minute demand interval instead of that specified in the rate tariff. This will encourage customers to shift loads from peak periods to off-peak periods rather than shifting loads within the demand time interval. Company shall not be required to furnish demand meter contact signals where such service may impair the accuracy of the meter or for any other reason that such service is not in the best interest of Company and other customers served.

**5.02 Multiple Metering**

The normal practice shall be to bill each metering point as a separate customer. Under special conditions, consumption registered by two (2) or more meters may be numerically added and a single bill rendered for such service supplied to a customer, provided the customer's load is of such size and character and so located as to make it advisable, in the opinion of Company, to install more than one (1) service connection at a single location.

**5.03 Meter Testing**

Company's meters shall be tested for accuracy in accordance with the Commission's Rule included in 4 CSR 240-10.030 as now in effect and as the same may be amended from time to time. An approved statistical sampling basis of meter testing may be used to comply with the periodic testing requirements of this Rule.

**5.04 Billing Adjustments**

- A. For all billing errors, Company will determine from all related and available information the probable period during which this condition existed and shall make billing adjustments for the estimated period involved as follows:
- (1) Residential Customers.
    - (a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
    - (b) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS  
ELECTRIC

## 5.04 Billing Adjustments (Continued)

## (2) Customers Other Than Residential.

- (a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
  - (b) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of Company, whichever was first.
- B. No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
  - C. Where, upon test, a meter error is found to be three percent (3%) or less, no billing adjustment will be made.
  - D. When evidence of tampering is found, or there are misrepresentations of the use of service by the customer, Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.
  - E. When the customer has been undercharged, except as provided in Section 5.04 (D) of this Rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.
  - F. The under- or over-collection of sales, use or franchise taxes is not considered a billing error for the purpose of this Section, and is subject to collection or refund per the statute of limitations.



**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 6. METER READING, BILLING, AND COMPLAINT PROCEDURES

## 6.01 Billing and Reading of Meters

- A. Company will, as near as practicable, read its meters on the same day of each monthly period, and such readings shall be used in billing the customer for such period. Nonreceipt of bills by the customer shall not release or diminish the customer's obligation with respect to payment thereof.
- B. Company shall render a separate billing for service provided at each address or location. When requested by the customer and agreed to by Company, billings for multiple addresses or locations may be summarized on one (1) bill.
- C. Billing may include charges for special services together with utility charges on the same bill. Charges for special services shall be designated clearly and separately from utility charges. If partial payment is made, Company shall first credit all payments to the balance outstanding for utility charges, based upon the age of the receivable, with the credit being applied to the oldest receivable first.
- D. During the billing period prior to any tariff seasonal rate change, Company shall notify each affected customer, on the bill or on a notice accompanying the bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be in effect.
- E. All mobile home courts connected after December 16, 1964, that do not include unmetered electricity in the rental charges will be served electricity by providing a separate meter for each mobile home position in each mobile home court. Mobile home courts served on one (1) meter prior to December 16, 1964, for a number of mobile homes, will be served in accordance with this Section. Company will own all facilities on Company's side of the meters including primary lines, transformers, secondary lines, meters, and other appurtenances. In addition, Company will provide connecting lugs or plug-in breaker sockets at the meter location for connecting the customer's cables or wiring devices. Service to mobile homes shall be sixty (60) cycles with a nominal voltage of 120/240 single phase. All bills for service to the mobile home positions will be identified by mobile home position. Company will accept payment for such bills from either the mobile home occupant or mobile home court operator.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 6.01 Billing and Reading of Meters (Continued)

- F. Mobile home courts receiving electric service through one (1) meter prior to December 16, 1964, for a number of mobile home positions where electricity is resold to mobile home occupants, may continue the present arrangement of charging the mobile home occupants the same amount per kilowatt-hour that Company charged for electricity supplied to said mobile home court the previous month. Such arrangement shall continue until Company purchases the distribution system within such mobile home court or until Company extends facilities required for serving each mobile home position individually.
- G. In cases where mobile home courts are served on one (1) meter, electricity is not metered to each mobile home position, and electric service is furnished as part of the rental charge, the single meter arrangement may continue.

## 6.02 Billing Period

Bills ordinarily will be rendered regularly at monthly intervals but may be rendered more or less frequently at Company's option. The normal billing period shall be twenty-six (26) to thirty-five (35) days. All bills that are less than twenty-six (26) days or more than thirty-five (35) days will be prorated.

## 6.03 Choice and Application of Rates

- A. The tariffs on file with the Public Service Commission of the State of Missouri are at all times available to any customer or his/her authorized representative. Company reserves the right in all instances to designate an existing or prospective customer's classification for the purpose of rate application.
- B. If a customer is eligible to take electric service under more than one (1) rate tariff, the choice of such rate tariff lies with the customer. Any customer shall pay for service under the applicable rate tariff for all electrical power and energy used.
- C. A new customer will be assisted by Company in the selection of the rate tariff based on the information at hand, but the responsibility for the selection of the rate tariff lies with the customer.
- D. After a new customer has selected a rate tariff under which s/he elects to take electric service, s/he will be required to remain under such rate tariff for a period of one (1) year. When more than one (1) rate tariff is available to a customer and the customer elects to transfer to another available rate tariff, such other rate tariff shall not be applied retroactively.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****6.03 Choice and Application of Rates (Continued)**

- E. If the demand of a new customer is temporarily obtained by assessment pending the determination of the measured demand, which shall be done as soon as practicable, such assessed demand shall prevail until the demand is measured.
- F. Upon service being connected pursuant to the information supplied by the customer to Company on Electric Connect and Disconnect Order, a customer shall not be permitted to make another service application within a twelve (12) month period at the same location, unless there is a permanent change in the character or condition of his/her electrical requirements. Where service is rendered by Company under a Contract for Electric Service, the rate tariffs and all applicable minimums provided therein shall continue for the term of the contract. The contracts shall have provisions permitting application of revised rate tariffs approved by the Commission.
- G. If an entirely new rate tariff which may be more advantageous than the existing one becomes available to the customer, then Company will assist in determining whether the customer would benefit by being served and billed under such new rate tariff.
- H. If a customer is permitted to change from one (1) rate tariff to another, s/he will not be required to continue service extending beyond the time provided in the original application for service; providing, electric service can be rendered at the rate tariff to which the customer has changed without expense to Company for the installation of new apparatus or facilities for serving the customer. In the event the change of rate tariff necessitates additional investment by Company, the customer shall reimburse Company for such additional investment, or be required to extend the term during which service will be supplied at the new rate tariff.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 6.04 Billing and Payment Standards

- A. Company shall normally render a bill for each billing period to every residential customer in accordance with its rate tariff.
- B. Each billing statement rendered by Company shall be computed on the actual usage during the billing period except as follows:
  - (1) Company may render a bill based on estimated usage:
    - (a) To seasonally billed customers, provided an appropriate rate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle.
    - (b) When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
    - (c) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise.
  - (2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).
  - (3) Under no circumstances shall Company render a bill based on estimated usage:
    - (a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.
    - (b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.
  - (4) When Company renders an estimated bill in accordance with these Rules, it shall:
    - (a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.
    - (b) Clearly and conspicuously note on the bill that it is based on estimated usage.
    - (c) Use customer-supplied readings, whenever possible, to determine usage.
  - (5) When Company underestimates a customer's usage, the customer shall be given the opportunity, if requested, to make payment in installments.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****6.04 Billing and Payment Standards (Continued)**

- C. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report electric usage to Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Company may offer appointments for reading meters on Saturday or prior to 9:00 p.m. on weekdays. Where special appointments are arranged for reading meters, Company may charge the customer for the excess cost of the meter reading out of normal meter reading sequence or for meter readings that are outside of normal business hours. The charges are listed in Section 12 of these Rules. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.
- D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually. Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section 2.05 of these Rules.
- E. Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.
- F. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the electric charges. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

6.04 Billing and Payment Standards (Continued)

G. Every bill for residential electric service shall clearly state the following:

- (1) The beginning and ending meter readings of the billing period and the dates of these readings.
- (2) The date when the bill will be considered due and the date when it will be delinquent, if different.
- (3) Any previous balance that states the balance due for electric charges separate from charges for services not subject to Commission jurisdiction.
- (4) The amount due for the most recent billing period for electric usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction.
- (5) The amount due for other authorized charges.
- (6) The total amount due.
- (7) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this Rule.
- (8) License, occupation, gross receipts, franchise, and sales taxes.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 6.05 Level Payment Plan

- A. The purpose of the level payment plan is to levelize, insofar as possible, the amount a customer is required to pay monthly over a year's period.
- B. This level payment plan is available to all eligible residential customers. A customer who has been delinquent three (3) or more times in the last twelve (12) months at his current or previous location may be refused participation in the level payment plan until the customer has established a twelve (12) consecutive month payment period with no more than two (2) delinquent payments. Level payment billing levels are subject to change. Failure to maintain a current account will disqualify customers from participating in the program. At Company's option, certain nonresidential customers, based on usage patterns and payment history, may be allowed to participate in Company's level payment plan.
- C. The level payment amount is based on twelve (12) months' historical information as adjusted for any significant rate tariff changes during the period, abnormal weather conditions, or other factors. The estimated annual adjusted billing, and thus the monthly level payment amount, may be revised if it is obvious the earlier estimate was underestimated or overestimated due to customer use, weather conditions, rate tariff changes, or other factors during the subsequent level payment period.
- D. Customers may enter the level payment plan during any month of the year. Level payment amounts for customers with less than twelve (12) months to the true-up cycle will be estimated based on estimated monthly use for such period. In any event, the estimated billing will be revised to actual billing once each year and the correction reflected on the customer's bill.
- E. The customer's bill will show the actual monthly amount, the current status of the account, and the monthly level payment amount.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 6.06 Disputes

- A. A customer shall advise Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to Company during normal business hours. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of the proposed discontinuance for a customer to avoid discontinuance of service as provided by these Rules.
- B. When a customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.
- C. Failure of a customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service, and Company may not less than five (5) days after provision of the notification required by Section (I) of this Rule, may proceed to discontinue service unless the customer files an informal complaint with the Commission within the five (5) day period.
- D. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the customer a notice by first class mail stating that Company may discontinue service unless the customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous, or if contact with the customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required under Section 2.05 (E) has been sent to the customer by Company. The customer shall retain the right to lodge an informal complaint with the Commission.
- E. If a customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.



**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 6.06 Disputes (Continued)

- F. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
- G. Failure of the customer to pay to Company the amount not in dispute within four (4) business days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service, and Company may then proceed to discontinue service as provided in these Rules.
- H. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer shall be refunded promptly.
- I. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or (F) of this Rule.
- J. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 6.07 Settlement Agreements and Extension Agreements

- A. When Company and a customer arrive at a mutually satisfactory settlement of any dispute, or the customer does not dispute liability to Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement that extends beyond sixty (60) days shall be in writing and mailed or otherwise delivered to the customer.
- B. Every settlement agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement, and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why the debt has been outstanding; and any other relevant factors relating to the customer's service.
- C. If a customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with Section 2.05: that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.
- D. Company may enter into an extension agreement upon the request of the customer who claims an inability to pay the bill in full.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****6.08 Commission Complaint Procedures**

- A. Prior to filing an informal or formal complaint, the customer shall pursue remedies directly with Company as provided in 4 CSR 240-13 of the Commission Rules. The Commission specifically reserves the right to waive this requirement when circumstances so require.
- B. Any person aggrieved by a violation of any Rule in 4 CSR 240-13 of the Commission Rules or other Commission Rules relating to utilities may file an informal or formal complaint under 4 CSR 240-2-070 of Commission Rules.
- C. If Company and a customer fail to resolve a matter in dispute, Company shall advise the customer of his/her right to file an informal complaint with the Commission under 4 CSR 240-2.070.
- D. If the Commission Staff is unable to resolve the complaint to the satisfaction of the parties, the Staff shall send a dated letter to that effect to the complainant and to Company.
  - (1) The letter shall advise the complainant that, if s/he desires, s/he may file a formal complaint in accordance with 4 CSR 240-2.070 of the Commission Rules.
  - (2) If the complaint concerns a bill, the nonpayment of which could subject the complainant to discontinuance of service under the provisions of Commission Rule 4 CSR 240-13.050, the Staff's letter shall advise the complainant that if a formal complaint is not filed within thirty (30) days of the date of the letter, the complainant may become subject to discontinuance of service.
- E. The Commission Staff may treat an informal complaint involving the same question or issue based upon the same facts dealt with in a prior informal complaint as already decided, and may advise the complainant that such informal complaint will not be reviewed.
- F. Company shall not discontinue residential service relative to the matter in dispute during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to Section (D), and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to Section (D).
- G. Failure of the customer to pay the amount of the bill which is not in dispute, as determined pursuant to Section 6.06 (E) or (F) of these Rules, shall be grounds for dismissal of an informal or formal complaint.

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

6.09 Late Payment Charge

- A. Company may add a sum equal to one and one-half percent (1½%) on any unpaid bill for electric service excluding deposit arrears, amounts agreed to be paid pursuant to a deferred payment agreement, and circumstances where restricted by law or regulation.
- B. An unpaid bill shall be any billing amount that remains owing to Company and not in dispute after the delinquent date stated on the bill.
- C. Failure to pay the late payment charge may be grounds for discontinuance of service in accordance with Section 2.05.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS  
ELECTRIC

## 7. EXTENSION OF ELECTRIC FACILITIES

## 7.01 Purpose

The purpose of this policy is to set forth the service connection and distribution system extension requirements when one (1) or more applicants request overhead or underground electric service at premises not connected to Company's distribution system or request an alteration in service to premises already connected where such change necessitates additional investment.

## 7.02 Definition of Terms

- A. Applicant: The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of an electric Distribution Extension, Extension Upgrade, or Relocation.
- B. Basic Extension Request: A request by Applicant for a Distribution Extension for which Company specified facilities are provided free of charge to the Applicant.
- C. Construction Allowance: The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction and which is made by Company. The formula used to determine the appropriate Construction Allowance will be based on Company's feasibility model. Generally, the formula used by the feasibility model is the Estimated Margin divided by the Fixed Carrying Cost percentage as measured over the first five (5) year life of the Distribution Extension.

$$CA = \frac{\text{SUM (EM1 + EM2 + EM3 + EM4 + EM5)}}{\text{SUM (FCC1 + FCC2 + FCC3 + FCC4 + FCC5)}}$$

Where, CA = Construction Allowance;  
EM = Estimated Margin;  
FCC = Fixed Carrying Cost;

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 7.02 Definition of Terms (Continued)

- D. Construction Charges: That portion of the Distribution Extension's construction costs for which the Applicant is responsible. The Electric Extension Standards and the provisions in this extension policy specify which segments of service shall be furnished by Applicant and which segments are provided by Company at cost to Applicant. These charges may consist of the following components:
- (1) Nonrefundable charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and Company and specified in the Facilities Extension Agreement.)
  - (2) Refundable charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant's requisite performance as outlined in the Facilities Extension Agreement.
- E. Distribution Extension: Distribution facilities including primary and secondary distribution lines, transformers, service laterals and all appurtenant facilities and meter installation facilities installed by Company.
- F. Electric Extension Standards: Company's Electric Extension Standards handbook, available upon request to any Applicant, defines Company's uniform standards and requirements for installation, wiring and system design.
- G. Estimated Construction Costs: The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental underground and overhead expenses connected therewith. Where special items, not incorporated in the Electric Extension Standards, are required to meet construction conditions, the cost thereof shall also be included as a non-standard cost.
- H. Estimated Margin: The Estimated Margin will be determined by first multiplying the effective rates for each customer class by the estimated incremental usage – and then subtracting 1) applicable margin allocation for network and infrastructure support costs; and 2) incremental power and energy supply costs.
- I. Extension Completion Date: The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by Company records.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 7.02 Definition of Terms (Continued)

- J. Extension Upgrade: The increase in capacity of existing electric distribution facilities necessitated by Applicant's estimated electric requirements and for which Company determines that such facilities can be reasonably installed.
- K. Facilities Extension Agreement: Written agreement between Applicant and Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, etc. in accordance with this extension policy.
- L. Fixed Carrying Cost: Company's cost of capital to provide the requisite return on its investment as well as the costs for depreciation, property taxes and property insurance.
- M. Indeterminate Service: Service that is of an indefinite or indeterminate nature where the amount and permanency of service cannot be reasonably assured in order to predict the revenue stream from Applicant. For purposes of uniform application, "Indeterminate Service" may include such service as may be required for the speculative development of property, mobile buildings, mines, quarries, oil or gas wells, sand pits and other ventures that may reasonably be deemed to be speculative in nature.
- N. Open Extension Period: The period of time, five (5) years, during which Company shall calculate and pay refunds of Construction Charges according to the provisions of this extension policy. The five (5) year period begins on the Extension Completion Date.
- O. Permanent Service: Overhead or underground electric line extensions for primary or secondary service where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured.
- P. Temporary Service: Any service that is of a known temporary nature, excluding service for construction power, and shall not be continued for a period longer than twelve (12) months.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****7.03 General Provisions**

- A. Company at its sole discretion, after consideration of Applicant's electric requirements, will designate the class of service requested as Permanent, Indeterminate or Temporary in accordance with the definitions set forth herein.
- B. The determination of facility type and routing will be made by Company to be consistent with the characteristics of an Applicant's requirements and for the territory in which service is to be rendered and the nature of Company's existing facilities in the area.
- C. The facilities provided will be constructed to conform to the Electric Extension Standards. Except as otherwise provided (Section 7.09 Excess Facilities), the type of construction required to serve the Applicant appropriately will be determined by Company.
- D. Facilities Extension Agreements will be based upon Company's Estimated Construction Cost for providing the facilities necessary to supply the service requested by Applicant. Company shall exercise due diligence with respect to providing the estimate of total costs to the customer. If it is necessary or desirable to use private, public and/or government rights-of-way to furnish service, Applicant may, at Company's discretion, be required to pay the cost of providing such rights-of-way. All Distribution Extensions, with the exception of service conduits, provided wholly, or in part, at the expense of an Applicant shall become the property of Company once approved and accepted by Company.
- E. Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and easements satisfactory to Company have been received.
- F. Rights-of-way and easements which are satisfactory to Company including those as may be required for street lighting, must be furnished by the Applicant in reasonable time to meet construction and service requirements and before Company shall be required to commence its installation; such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions, and graded to within six (6) inches of final grade by Applicant at no charge to Company. Such clearance and grading must be maintained by the Applicant during construction by Company. If the grade is changed subsequent to construction of the distribution system in such a way as to require relocation of any of the electric facilities, the estimated cost of such relocation shall be paid by the Applicant or its successors as a non-refundable Construction Charge



**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS  
ELECTRIC

## 7.03 General Provisions (Continued)

- G. An additional Construction Charge shall be paid by the applicant to Company for any ditching required to be performed by Company due to soil conditions including, but not limited to, the presence of rock or other environmental issues which prevent the use of normal trenching and backfilling practices used in trenchable soil. The charge under this provision shall be the estimated trenching and backfilling costs to be incurred by Company including conduit or padding for feeder lines, if required, less the estimated cost of normal trenching and backfilling. Applicant may be required to perform said ditching.

## 7.04 Permanent Service

- A. Each application to Company for electric service of a permanent nature to premises requiring extension of Company's existing distribution facilities will be evaluated by Company in order that Company may determine the amount of investment (Construction Allowance) warranted by Company in making such extension. In the absence of special financing arrangements between the Applicant and Company, the Construction Charges as specified in the Facilities Extension Agreement shall be paid by the Applicant to Company before Company's construction commences.
- B. The Construction Charges may be refundable in part, or in their entirety, to the original Applicant during the Open Extension Period. The Facilities Extension Agreement, to be executed by Applicant and Company, shall outline the applicable refund mechanism as related to the performance required by Applicant. In no event shall refunds aggregate an amount greater than the Construction Charges. Refundable Construction Charges shall not accrue interest. No interest in any potential refunds may be assigned. Applicant shall be responsible for notifying Company within six (6) months time of qualifying permanent loads connected to Company's system. On a periodic basis, Company shall make the applicable refund(s) as specified in the Facilities Extension Agreement. No refunds will be made for performance after the Open Extension Period.
- C. Company will evaluate the feasibility of growth for an existing area when determining the amount of Construction Charges. Where sufficient growth is anticipated, the extension maybe made without an additional charge or at a reduced rate.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****7.05 Indeterminate Service**

- A. For all types of electric service of an indeterminate character, Applicant shall be required to pay to Company in advance of Company's construction all of the Estimated Construction Costs as Construction Charges as outlined in the Facilities Extension Agreement.
- B. The Construction Charges will be considered non-refundable unless, at the sole discretion of Company and upon written request of the Applicant, the Applicant is reclassified to Permanent Service during the Open Extension Period. In that event, the refund procedure applicable to Permanent Service Applicants will apply.
- C. Where the length or cost of an extension is so great and the anticipated revenue to be derived is so limited as to make it doubtful whether the necessary operating costs on the investment would be recovered an additional charge to Applicant may be required. The additional charge will cover the cost of insurance, cost of removal, license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses of such facilities.

**7.06 Temporary Service**

For electric service of a temporary nature, Applicant shall be required to pay to Company as non-refundable Construction Charges as outlined in the Facilities Extension Agreement an amount equal to the estimated net cost of installing, owning and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Company before Company's construction commences. This classification does not include temporary meter sets furnished to service an Applicant's construction requirements. Such temporary service is normally a 10 Amp self-contained meter set. The charge for these sets is shown in Section 12 of these Rules.

**7.07 Extension Upgrade**

Where an electric distribution Extension Upgrade is required to serve a non-residential customer's load requirements, the Facilities Extension Agreement between Company and Applicant shall apply the Estimated Construction Costs, Construction Allowance, and Construction Charges provisions contained in this extension policy to the Extension Upgrade.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****7.08 Relocation or Conversion Request**

An Applicant desiring to have Company's existing overhead facilities installed underground or to have existing overhead or underground facilities relocated may request Company to make such changes. If Company determines that such conversion or relocation can reasonably be made, Company will make such conversion or relocation on the following basis: The cost of removing and relocating such facilities, the related net cost of non-salvageable materials and the cost of any new facilities to be installed shall be paid by the Applicant as non-refundable Construction Charges as outlined in the Facilities Extension Agreement.

**7.09 Excess Facilities Request**

In those instances where Company chooses to provide facilities at Applicant's request in variance with the Electric Extension Standards, Applicant shall be required to pay Company for the cost of such facilities, and to pay Company a Nonrefundable Construction Charge or a surcharge as outlined in the Facilities Extension Agreement. The charge is designed to recover the cost of insurance, replacement (or cost of removal); license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses associated with such distribution facilities.

**7.10 Applicability Limitation**

The applicability of this extension policy is limited by the following conditions:

- A. **Facilities Extension Agreement Not Timely Executed:** Company's Estimated Construction Costs and Construction Charges requirements as calculated for each extension may become void, at Company's discretion, after 120 days from the time a proposed Facilities Extension Agreement is provided by Company to Applicant. If a Facilities Extension Agreement is not fully executed before that time, it may become necessary for new estimates to be made incorporating the then current construction costs and the terms and conditions of Company's extension policy as on file and in effect with the Commission at that time.
- B. **Accurate Estimates Doubtful -- True-Up For Actual Costs:** The Estimated Construction Costs will typically be the amount used in calculating the Construction Allowance and Construction Charges. In situations where the accuracy of the estimate is known to be highly uncertain, a true up to reflect actual costs at the Extension Completion date will be made. The intention to adjust the Estimated Construction Costs to reflect actual costs shall be specified and agreed to by both Applicant and Company in the Facilities Extension Agreement.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****7.11 Summary Of Policy Administration**

- A. Company has segmented Applicants into the following general categories for administration of this Extension Policy and also requires Applicants to provide the specified facilities as referenced in the Electric Extension Standards:
- B. Residential Single Family
- (1) Free of Charge - Basic Extension Request: All Applicants, classified as Permanent Service, will receive the following installed basic facilities free of charge:
    - (a) First 100 feet of primary or secondary overhead conductor;
    - (b) One (1) thirty-five (35) foot wood utility pole with guy and anchor;
    - (c) 10-kva transformer including applicable mounting and protection hardware;
    - (d) First 100 feet of overhead service conductor and 200-amp meter.
  - (2) Excess Charge - Non Basic Extension Request: Applicants requiring a Distribution Extension in excess of the basic installed facilities which are provided free of charge may incur a non-refundable construction charge as described below:
    - (a) Individual Projects: Projects defined as including at least one (1) and no more than four (4) residential dwelling(s). The applicable Construction Allowance will be subtracted from the Estimated Construction Costs for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant to Company. The cost of the distribution extension on public right-of-way will be included in the Estimated Construction Costs.
    - (b) Subdivision Projects: Projects defined as including five (5) or more residential dwellings. The Nonrefundable Construction Charge is calculated based on a per lot basis and is determined by subtracting the applicable standard Construction Allowance from the standard Estimated Construction Costs. Additional Nonrefundable Construction Charges will be calculated for excess service lengths and excess extension lengths on an average per foot basis, with the per foot charge shown in Section 12 of these Rules. Applicant will also be responsible for all Estimated Construction Costs related to the cost of connecting the subdivision project to Company's existing and adequate distribution facilities when the length is greater than 100 feet. Applicant will pay these costs to Company as a Nonrefundable Construction Charge.
    - (c) Construction Allowance is set equal to the cost of facilities provided free of charge plus standard adders, determined from the feasibility model, based on the electric end-use and project type committed to by Applicant.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 7.11 Summary Of Policy Administration (Continued)

## C. Residential Multi-Family or Residential Mobile Home Trailer Parks

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Applicant will also be responsible for all Estimated Construction Charges related to the cost of connecting to Company's existing and adequate distribution facilities when the length is greater than 100 feet. Applicant will pay these costs to Company as a Nonrefundable Construction Charge.

## D. Commercial or Industrial

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. The cost of the Distribution Extension on public right-of-way is generally included in the Estimated Construction Cost except where the Applicant requires an extension other than a standard overhead extension. Where underground service on public right-of-way is required and agreed to by Company, the Applicant will be required to pay for the required facilities as either a Nonrefundable Construction Charge or as a surcharge on its monthly bill, at Company's discretion.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 8. ELECTRIC POWER AND ENERGY CURTAILMENT PLAN

## 8.01 Purpose

- A. The purpose of this curtailment plan is to provide an order of curtailment of electrical power and energy by Company with its electric customers. The curtailment plan is divided into two (2) phases. The first phase is voluntary curtailment and the second phase is mandatory curtailment. The extent of curtailment to be carried out shall be in compliance with this curtailment plan as approved by the Commission. Company shall advise the Commission the extent of curtailment to be placed in effect five (5) working days prior to such proposed curtailment and the basis therefore.
- B. Curtailment may be initiated for any one (1) or all of the following reasons:
- (1) Insufficient fuel supply.
  - (2) Insufficient generating, transmission or distribution capacity.
  - (3) Insufficient purchased power available.
- C. Steps of the order of curtailment: the priority order of curtailment shall be A and then B with the order within A and B in the order numbered.
- D. Restoration to normal service shall be in the reverse order as stated for priority order of curtailment if service cannot be restored to all simultaneously.
- E. The voluntary phase of this curtailment program will be initiated when Company's coal supply in Company's storage facilities is equivalent to an estimated thirty (30) days supply. The mandatory phase of this curtailment program will be initiated when Company's coal supply in Company's storage facilities is equivalent to an estimated twenty (20) days supply.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 8.02 Essential Services

- A. Essential services shall be exempt from the mandatory provisions of this curtailment plan until Step V. Establishments requiring essential services of the types listed below must strive to meet, but are not mandated to meet, the requirements of the several steps. In doing so, such customers should undertake the reduction of electric energy consumption to the fullest practical extent consistent with continued operation of the services, functions, and activities for which the customer is responsible.
- B. Essential services shall be defined as follows:
- (1) Any facility whose function is known to Company to be necessary to the support of life.
    - (a) Certain hospital services and nursing homes
    - (b) Non-hospital facilities, such as iron lungs and kidney machines
  - (2) Any facility whose function is known to Company to be necessary for national, state or local security.
    - (a) Missile sites
    - (b) Defense communication network centers
    - (c) Civil defense facilities
    - (d) Prisons
    - (e) Other governmental activities essential to national defense
  - (3) Any facility whose function is known to Company to be necessary to provide essential public services.
    - (a) Police and fire control facilities
    - (b) Essential public services--water, telephone, gas, trash, sewage, etc. facilities
    - (c) Transportation facilities
    - (d) Communications media
    - (e) Coal mining and related functions
    - (f) Petroleum refining and pipeline facilities
    - (g) Food processing, storage, and distribution facilities
    - (h) Medical supply facilities

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 8.03 Curtailment Plan

## A. Voluntary Phase of Curtailment (to the extent accepted by the customers)

- (1) Industrial Customers - Voluntary Curtailment  
Comply with all steps of the Appendix of Priority to the extent possible without causing a reduction in employment, public safety, and a reasonable level of productivity.
- (2) Commercial - Voluntary Curtailment  
Comply with all steps of the Appendix of Priority to the extent possible without causing a reduction in employment and public safety.
- (3) Public Authority - Voluntary Curtailment  
Comply with all steps of the Appendix of Priority of Curtailment to the extent possible without causing a reduction in employment and public safety.
- (4) Residential and Other - Voluntary Curtailment  
Comply with all steps of the Appendix of Priority to the extent possible without causing a reduction in public safety.

## B. Mandatory Phase of Curtailment

- (1) Industrial Customers - Mandatory Curtailment  
Comply with all steps of the Appendix of Priority to the degree required with due regard for public safety.
- (2) Commercial - Mandatory Curtailment  
Comply with all steps of the Appendix of Priority to the degree required with due regard for public safety.
- (3) Public Authority - Mandatory Curtailment  
Comply with all steps of the Appendix of Priority to the degree required with due regard for public safety.
- (4) Residential and Other - Mandatory Curtailment  
Comply with all steps of the Appendix of Priority to the degree required with due regard for public safety.

Steps III, IV, and V will not be initiated until approval is received from the Commission.



**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****8.04 Appendix of Priority of Curtailment****Step I Discontinue:**

- (a) All exterior advertising, decorative, and flood lighting.
- (b) All show window lighting.
- (c) All interior display and showcase lighting.
- (d) All comfort air conditioning.
- (e) The use of electric ovens and broilers in home cooking, and reduce use of electricity for other home cooking to an absolute minimum.
- (f) The use of all residential electrical appliances except refrigerators, range, and television or radio receivers.
- (g) Nonresidential cooking and baking on electrical equipment except for essential staple foods, and reduce non-domestic use of electricity for all cooking and baking to an absolute minimum.

**Step II Reduce:**

- (a) Elevator service to an absolute minimum.
- (b) Public lighting to the absolute minimum essential for safety.
- (c) Thermostat settings for comfort heating, utilizing electricity, to a maximum of 65° daytime and 50° nighttime temperatures.
- (d) The use of hot water heated by electricity to minimum requirements.
- (e) General illumination by 50 percent (50%) in all commercial and residential establishments.
- (f) The use of radio and television receivers to the minimum necessary.

**Step III Discontinue the use of electricity except for preservation of equipment:**

- (a) In all places of amusement.
- (b) In nonessential public places (such as museums, galleries, etc.).
- (c) In schools other than those with pupils attending pursuant to requirements of the Compulsory Education Law and institutions of higher learning.
- (d) In all commercial wholesale and retail establishments except those engaged in the distribution of controlled-temperature storage of foods, fuel, medical supplies, and medicines.
- (e) In all industrial establishments not engaged in the manufacture, processing, or controlled-temperature storage of staple foods, medicines, and medical supplies, or specifically designated by the state as essential facilities.
- (f) In all office buildings not engaged in communications, utilities, police, fire, health, water supply, public works, welfare, and transportation services.

**Step IV Discontinue industrial use of electricity by all essential industrial facilities except those engaged in the manufacturing, processing, controlled-temperature storage and distribution of staple foods, fuel, and medical supplies.****Step V Discontinue use of electricity to essential services.****Step VI If electric power service cannot be rendered with safety; the utility shall discontinue all power supply.**

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****9. PROMOTIONAL PRACTICES**

9.01 Fuel Cost Comparisons – Company assists customers and prospective customers in evaluating the optional energy to be used for any particular application.

9.02 Equipment Selection - Company provides customers and prospective customers with educational information on the latest technical improvements in electric equipment.

9.03 Energy Consulting - Company provides customers, prospective customers, suppliers or other interested parties with technical information.

9.04 Promotion of High Efficiency Electric Appliances - Company encourages the use of high efficiency electric appliances by making available educational material. Upon request, Company will supply to customers and prospective customers a cost comparison showing possible energy savings through the use of high efficiency equipment.

9.05 Educational Services - Company engages in an educational process to familiarize the communities we serve with the benefits of electricity.

**9.06 Residential Customer Purchase Plan**

A. This plan is available to residential customers who own and reside in one (1), two (2), three (3) or four (4) family dwellings that are occupied on a year-round basis. These customers must meet uniform credit qualifications established by Company. Items that can be financed include:

- (1) Electric space heating equipment, including dual fuel heat pumps. A dual fuel heat pump is a heat pump that utilizes electricity as the primary source for heating and cooling and is operated with an alternative fuel as a secondary heating source.
- (2) Central air conditioning equipment.
- (3) Humidifier or electronic air cleaner when installed in conjunction with the above equipment.
- (4) Electric water heaters.
- (5) Other high efficiency or demand reducing technologies, either new or retrofit.
- (6) Extended warranties, installation, wiring and duct work pertaining to the above equipment.

B. Equipment financed must exceed the National Appliance Energy Conservation Act (“NAECA”) minimum-efficiency requirements in effect at the time of financing.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****9.06 Residential Customer Purchase Plan (Continued)**

- C. The annual rate of interest will be two percent (2%) above the annual prime rate as quoted in The Wall Street Journal for the first business day in December. This annual rate of interest will apply to the following calendar year loan repayments. The annual interest rate can change each year for the term of the loan. The financing period will be established by Company and can range from six (6) to one hundred and twenty (120) months. The interest rate and financing terms will not exceed those allowed by Missouri law, nor be more favorable than those generally prevailing in the applicable retail markets. The monthly loan repayment amount will appear as a separate item on the customer's regular monthly Company utility bill.
- D. Company will make financing available directly to customers. Dealers or persons who sell and install equipment for residential customers can make information regarding this purchase plan available to their customers and complete and forward necessary paperwork to Company.
- E. Financing in excess of \$10,000 will be at the discretion of Company on a case-by-case basis. These customers must meet the same uniform credit qualifications established by Company for all other customers.
- F. Revenue and expenses associated with the operation of this plan shall be subject to Commission review in all general rate proceedings.
- G. The failure of a customer to make payments under this plan shall not constitute sufficient cause to discontinue electric service.

**9.07 Commercial and Industrial Customer Purchase Plan**

- A. This plan is available to new or existing Company commercial and industrial customers. Items that can be financed include:
  - (1) Electric heating equipment.
  - (2) Electric cooling equipment.
  - (3) Electric process heating equipment, which includes commercial cooking.
  - (4) Electric water heating equipment.
  - (5) Other high efficiency or demand reducing technologies, either new or retrofit.
  - (6) Extended warranties, installation, wiring and duct work pertaining to the above equipment.
- B. Equipment financed must exceed the American Society of Heating, Refrigerating and Air-conditioning Engineers, Inc. ("ASHRAE") minimum-efficiency requirements in effect at the time of financing.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS  
ELECTRIC

## 9.07 Commercial and Industrial Customer Purchase Plan (Continued)

- C. Company shall put interested customers in contact with lending organization(s) that have funds available.
- D. The lending organization will apply its usual and customary underwriting and credit due diligence standards in considering loan applications. The customer will apply for the loan directly with the lending organization. Each customer will be notified in writing by the lending organization if the loan is accepted or denied. Company will not be involved in determining eligibility for loans.
- E. All terms and conditions of the loan, including but not limited to, interest rate, term, collateral, repayment provisions, representations and warranties of the customer, financial reporting and covenants, and defaults and remedies shall be negotiated between the lending organization and the customer.
- F. The lending organization will notify Company of the customer's monthly loan repayment amount and term of the agreement. Company will include the loan repayment amount on the customer's monthly utility bill. The loan repayment amount will be designated clearly and separately from utility charges. If partial payment of the bill is made, Company will credit all payments to the balance outstanding for utility charges before crediting the loan repayment amount or other non-utility services.
- G. Company will remit all loan repayments received from customers to the lending organization as soon as commercially reasonable.
- H. The lending organization will assume all billing and collection activities if the customer does not pay the loan payment amount within thirty-seven (37) days from the billing date. If there is such a default on the loan payment, Company will notify the customer in writing that all future loan payments are required to be made directly to the lending organization. After such notice by Company, Company's participation in the loan repayment process for that customer shall be terminated and the line item removed from the customer's bill.
- I. Revenue and expenses associated with the operation of this plan shall be subject to Commission review in all general rate proceedings.
- J. The failure of a customer to make payments under this plan shall not constitute sufficient cause to discontinue electric service.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**RULES AND REGULATIONS  
ELECTRIC

## 9.08 Unregulated Competition Variances

Company may make application for variances consistent with 4 CSR 240-14, Chapter 14 - Utility Promotional Practices. The following represent Commission-approved variances from otherwise prohibited promotional practices in order for Company to meet unregulated competition. These are offered only to the customer listed below and only at the location described in the application approving the variance. These variances do not represent a uniform offering to a specific class, but variation to specific instances. A description of the promotional practice and a statement of the terms and conditions governing the practice are contained in the Commission's Case File referenced below for each application. There is no offering of any part of this promotional practice by an affiliate of the utility or other person. The following is a list of the variances granted by the Commission to meet unregulated competition for good cause shown:

<u>Commission Case File Number</u>	<u>Description</u>
EO-94-254	North Andrew R-VI School
EO-92-274	Three subdivisions in Cass County developed by Rod Shaddox
EO-88-133	The Citadel subdivision in Weston, MO
EO-88-141	Coleman Heights subdivision in Cass County
EO-88-266	Lake Ridge subdivision near Warrensburg, MO

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138****RULES AND REGULATIONS  
ELECTRIC****10. ENERGY AUDIT PROGRAM****10.01 Residential Mail-In Audits**

Company will offer self-directed, mail-in audits to its residential customers. The audit will focus on the age and construction of the home, appliances in use, occupancy patterns and lifestyle variables. Upon receipt of the audit form, Company will combine the survey results with customer billing data to generate an audit report. The report will provide an estimate of energy usage by appliance and end-use, as well as a list and description of energy efficiency measures that are relevant to the customer's home. The specific savings attributable to a mail-in audit will reflect the measures and efficiency activities undertaken by the customer. As a means of encouraging adoption of the recommended measures, Company will incorporate a number of elements into the program, including: providing telephone support for questions customers may have regarding their audit report, limiting recommendations to those readily available in the local market, developing recommendations using standard costs and savings, assisting participants in identifying relevant suppliers and providing the audit without charge.

**10.02 Large Commercial and Industrial (Class A) Audits**

- A. Company will offer comprehensive Class A audits to large commercial and industrial customers. The audits will focus on customer energy consumption and operations and provide recommendations for efficiency improvement. Qualified auditors and industry experts will conduct the audit. The audit will serve as a diagnostic tool, to assess and prioritize opportunities for efficiency improvement.
- B. Company will provide customers with a detailed report segmenting energy use into major end-use categories and, in some cases, major pieces of equipment (e.g., chillers, refrigeration compressors, etc.). This analysis will be used to identify the areas of greatest opportunity for improvement. A prioritized list of recommendations, identifying the most relevant options, explaining the savings, costs; benefits and overall value will be provided to each participant. Additionally, as part of Type A audits, Company will return to the customers' facilities to present the results and work with the customer to prioritize the opportunities. The specific savings due to an audit will reflect the measures and efficiency activities undertaken by the customer. Company will work with participants to encourage implementation of all cost-effective opportunities. As a means of encouraging participation, Company will incorporate a number of elements into the program, including: a detailed walk-through of the customer's facilities to visually assess current operations and identify improvements, use of state-of-the-art computer software analysis for timely results and the ability to identify the best set of options, use of specific vendor information pertaining to audit recommendations to assist participants in identifying suppliers and the ability to pay for their share of audit costs on their monthly bills.

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

## 10.03 Small Commercial and Industrial (Class B) Audits

Company will offer observational, walk-through Class B audits to small commercial and industrial customers. The audits will focus on customer energy consumption and operations and provide recommendations for efficiency improvement. Qualified auditors and industry experts will conduct the audit. The audit will serve as a diagnostic tool, to work with customers and assess and prioritize opportunities for efficiency improvement. The walk-through audits will provide results to customers in the form of an audit report, which will include the observations of the energy systems within customer facilities and the resulting recommendations for improvements. Company will provide customers with a list of recommendations based on industry standards for costs and savings. Additionally, as part of Class B audits, customers may call on Company to help them prioritize the opportunities outlined in the report. The specific savings due to an audit will reflect the measures and efficiency activities undertaken by the customer. Company will work with participants to encourage implementation of all cost-effective opportunities. As a means of encouraging participation, Company will incorporate a number of elements into the program, including: a detailed walk-through of the customer's facilities to visually assess current operations and identify improvements, use of a standardized form for audit observations and identifying the best set of options, developing recommendations using standard costs and savings, assisting participants in identifying relevant suppliers and the ability to pay for their share of audit costs on their monthly bills.

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC
-----------------------------------

11. COMPLIANCE WITH RULES AND REGULATIONS

11.01 Failure to Comply

- A. No agent of Company has power to modify, waive, or to bind Company by making any promise or representation not contained in the approved Rules of Company.
- B. If the customer fails, neglects, or refuses to comply with these Rules, Company shall have the right to discontinue all its electric service to the customer and to remove its property from the customer's premises upon mailing notice to the address to which the monthly bills are sent.



**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS  
**KANSAS CITY, MO 64138**RULES AND REGULATIONS  
ELECTRIC

## 12. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED

<u>Section</u>	<u>Type of Charge</u>	<u>Amount of Charge</u>
2.04(G)	Security Deposits Standard New customer	Two (2) times highest billing One-sixth (1/6) of estimated annual billing
2.07(A)	Reconnect Charge Normal business hours Outside of normal business hours	\$30.00 \$50.00
2.07(B)	Connection Charge Outside of normal business hours	\$50.00
2.07(C)	Collection Charge	\$30.00
2.08(B)	Temporary Service, Up and down costs	Actual costs less salvage
2.09	Returned Check Charge	\$20.00
4.02(B)	Meter tampering	All associated costs
4.03(B)	Safety code violation	Company corrects violation and bills customer for all associated costs
4.08	Relocation of Company facilities	Contribution for any part of the estimated cost that cannot be supported by any additional revenue resulting from the relocation
4.09	Moving structure(s)	All associated costs
5.01(D)	Demand meter contact signals	Contribution-investment cost of providing such signals, plus related monthly operating costs
5.04	Billing adjustment	Varies by type and period to be adjusted depending upon revenue class
6.04(C)	Special meter reading Other than normal read date Outside of normal business hours	\$30.00 \$50.00

**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Network – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS  
ELECTRIC

## 12. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED (Continued)

<u>Section</u>	<u>Type of Charge</u>	<u>Amount of Charge</u>
6.09	Late Payment Charge	1½% on unpaid bill
7.02(D)	Construction Charge	Varies by type and scope of project
7.06	Temporary meter set	Minimum \$100.00
7.11(B)	Excess service line length	\$2.52 per foot