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OF COUNSEL  
RICHARD T. CIOTTONE

June 9, 2003

**FILED<sup>2</sup>**

JUN 09 2003

**VIA HAND DELIVERY**

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

Missouri Public  
Service Commission

**Re: Aquila, Inc.  
In the Matter of the Application of Richard K. Smith for Change of Electric  
Supplier.**

Dear Mr. Roberts:

On behalf of Aquila, Inc. I deliver herewith an original and eight (8) copies of an Application for Change of Electric Service Provider, for filing with the Commission in the referenced matter. I would appreciate it if you would see that copies are distributed to the appropriate Commission personnel.

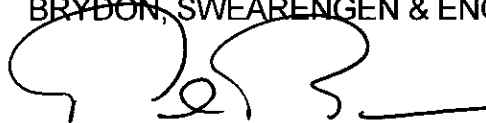
I have also enclosed an extra copy which I request that you stamp "Filed" and return to the person delivering them to you.

Thank you for your attention in this matter.

Sincerely,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:



Paul A. Boudreau

PAB/ccp

Enclosures

cc: John Coffman, Acting Public Counsel

FILED<sup>2</sup>

JUN 09 2003

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Missouri Public  
Service Commission

In the matter of the application of )

Richard K. Smith )  
(Name of Applicant) )

Case No. \_\_\_\_\_

for change of electric supplier. )

APPLICATION FOR CHANGE OF ELECTRIC SERVICE PROVIDER

1. Applicant's address is: 12601 E. 211th St.

Peculiar, Mo. 64078

2. The name of Applicant's current electric service provider is: \_\_\_\_\_

Ozage Valley Electric Coop.

3. Applicant requests the Missouri Public Service Commission to order a change  
of electric supplier to the address indicated above.

4. Applicant requested the Commission to order a change of electric supplier

from Aquilla

to Ozage Valley Electric Coop.  
(Current)  
(Requested)

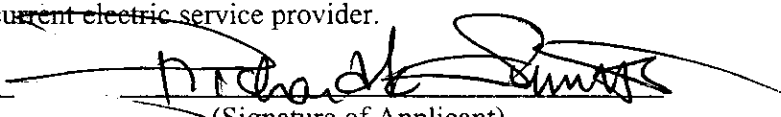
5. Applicant requests the Missouri Public Service Commission to order a change  
of electric provider for the following reasons: \* Aquilla available

power is 2500 ft from property location.  
Property has been annexed into City of  
Peculiar limits. Proposed usage of property  
required Aquilla to provide power. Aquilla  
does not service any residence near this property.

6. Applicant has taken the following steps in an attempt to work out electric service problems with the electric service provider: Contacted Orange Valley and was informed that they could not service property with-in City limits w/out permission. Contacted Aquilla, Don Palmer + Gary Price, who discussed availability to the property and was cost perhibitive to Aquilla and Owner to install overhead lines the required distance to access the property.

WHEREFORE, Applicant requests the Missouri Public Service Commission to issue an Order which changes the ~~current~~ electric service provider.

April 24, 2003  
(Date)

  
(Signature of Applicant)

816 779-5984  
(Phone Number)

\*If reason for change is poor service, outages, low voltage, etc., applicant should submit a record of service problems covering at least 90 days, including dates and times of problems to the extent possible. Applicant should also attempt to determine reasons for any service problems. For instance, if electric service was out or you are experiencing blinking lights, you should contact the supplier of electric service to determine the problem, and include this information with the application. (If the reasons from the supplier was a storm, car hitting pole, trees in line, conductor fell down, or whatever the supplier states for the problem, this should be noted.)

STATE OF MISSOURI )

COUNTY OF Cass )

ss.

**VERIFICATION**

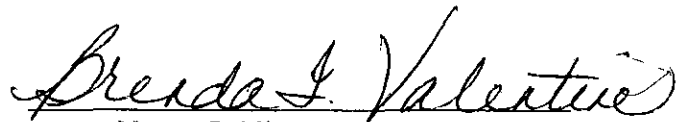
Richard K. Smith, on oath, states that he/she has read the foregoing application and is familiar with its contents and the matters set forth therein are true to the best of his/her knowledge, information and belief.

  
(Signature of Applicant)

SWORN TO BEFORE ME, the undersigned Notary Public on this the 26th  
day of April 19 2003



BRENDA I. VALENTINE  
Cass County  
My Commission Expires  
January 28, 2007

  
Notary Public

My Commission Expires: January 28, 2007

## MISSOURI PUBLIC SERVICE

**ENERGYONE**<sup>SM</sup>

A Division of UtiliCorp United

## Facilities Extension Agreement

Activity I. D. 5124341311

Work Order Tracking No. 0

## EXHIBIT A - Residential

## Part I - Schedule of Construction Charges

Subdivision Name and Phase # or Project Name: 0

## Subdivision (5 or more Structures)

(Insert # to calculate in box)

		Potential Refund		Non-Refundable Construction Charges		Non-Performance*	
		Required Up Front (Advance)		Required Up Front (Contribution)		Non-Performance* (Contribution)	
<input type="checkbox"/>	Type I Elect. A/C; natural gas furnace and gas water heating	\$550	\$0	\$800	\$0	N/A	N/A
<input type="checkbox"/>	Type II Elect. A/C and elect. water heating; natural gas furnace	\$550	\$0	\$400	\$0	\$400	\$0
<input type="checkbox"/>	Type III Heat pump w/natural gas furnace and gas water heating	\$550	\$0	\$300	\$0	\$500	\$0
<input checked="" type="checkbox"/>	Type IV Heat pump w/natural gas furnace; electric water heating	\$550	\$13,200	\$200	\$4,800	\$600	\$14,400
<input type="checkbox"/>	Type V Heat pump w/electric resistance back-up and electric water heating	\$550	\$0	\$0	\$0	\$800	\$0
						\$14,400	

☒ 24 Total Units Subtotal Charges \$18,000 = \$13,200 + \$4,800

Charges for Other Project Types \$0 = \$0 + \$0

Non-Standard Charges \$20,772 = \$0 + \$20,772

Total Required \$38,772 = \$13,200 + \$25,572

NOTE: The company may, at its discretion, conduct a comparison of the actual energy used versus the estimated load and perform an economic feasibility analysis to determine whether the Customer shall be charged for non-performance.

## PART Ia - Non-Subdivision Residential End Use Commitment

**Description:** Non-standard charges would be the cost of building a three phase overhead line to serve Harvest Hill Subd.

## PART II - Refund of Construction Charges (Advance)

The structure(s) to be built by the Customer at the above described location are to be completed within the Open Extension Period of five (5) years commencing from the Company's Construction Start date in this contract in order for Customer to qualify for a refund from Company of the Potentially Refundable Construction Charges. Company may extend this five year requirement after review of Customer's written request if circumstances beyond Customer's control exist, such as severe weather, labor disputes, governmental actions, or labor/material shortages. Upon written notification from Customer to Company and upon the Company's verification of required performance, Company will refund construction charges to Customer, in part or in whole as stated above per Part I. Charges collected on a per structure/unit basis will be refunded quarterly on a per unit basis after completion of the units committed.

To apply for a refund, send a written request to:

Amber Adcock, CIAC Coordinator, Missouri Public Service, PO Box 879, Sedalia, Missouri 65302

Start Date 06/01/03

End of Open Period 05/30/08

## PART III - Charges Due to Non-Performance\*

In the event that the structure(s) are not built within the five (5) year period, or structure(s) are not built in accordance with this Agreement, Customer will be required to pay the applicable Construction Charges. It shall be the Customer's responsibility to inform all persons building on the described location of the obligations set forth in this Extension Agreement. Further, Customer will be responsible for any breach of this Extension Agreement regardless of whether caused by Customer or a builder or contractor.

Start Date 06/01/03

Performance Deadline 05/30/08

Maximum Amount Due for Non-Performance\*

\* where Construction Charges are set at per structure/unit basis - Charges for non-performance will be pro-rated per referenced basis.

**MISSOURI PUBLIC SERVICE****ENERGYONE**

A Division of UtiliCorp United

**Facilities Extension Agreement**Activity I. D. 5124341311  
Work Order Tracking No. \_\_\_\_\_

THIS AGREEMENT, made and entered into by and between UTILICORP UNITED INC., a Delaware corporation, d/b/a MISSOURI PUBLIC SERVICE, hereinafter called "Company," and \_\_\_\_\_ hereinafter called "Customer".

<b>Customer Information</b>		Select Customer Type:		Other Residential Customer	
Principal Contact: <u>RICHARD SMITH</u>		Customer Name: <u>RICHARD SMITH</u>			
Address: <u>12601 E. 211TH ST</u>		City: <u>PEGULIAR</u>		State: <u>MO</u>	Zip Code: _____
Phone #: _____	Fax #: _____	Cellular #: _____		Pager #: _____	
Location of electric extension (Street Address, City, County):		<u>211TH ST PEGULIAR, MO GASS COUNTY</u>			
Subdivision Name and Phase # or Project Name: <u>HARVEST HILL</u>					

**WITNESSETH:**

That in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- Company, for and in consideration by Customer as described below, does hereby covenant and agree to furnish electric facilities, as defined by Company's electric distribution extension policy, to Customer at the location(s) described above.
- Customer, for and in consideration of the construction work to be done by the Company in order to furnish such service, agrees to make the following considerations prior to Company starting construction:
  - Non-Refundable Construction Charge (Contribution) @** \$2,771.60
  - Potentially Refundable Construction Charge (Advance) @** \$13,200.00  
This advance is potentially refundable based upon Customer's performance as described in Exhibit A, Part II.  
Method of Payment for Contribution and Advance: Certified Check
  - Excess Facilities Surcharge:** Should Extension facilities, at Customer's request, vary from Company's Electric Extension Standards, a surcharge will be added to the Non-Refundable Construction Charge, at Company's discretion, if noted here: ☒ Yes ☐ No
- The Non-Refundable Construction Charge is based upon construction estimates. Where the Charge is considered highly uncertain, a comparison of estimated to actual costs will be made at extension completion, at Company's discretion, if noted here: ☒ Yes ☐ No
- Classification of Service by Company: ☒ Permanent ☐ Indeterminate ☐ Temporary
- Customer is responsible for providing special ditching required for soil conditions including, but not limited to the presence of rock or other environmental issues which prevents the use of normal trenching and backfilling practices used in trenchable soil. Customer is responsible for maintaining grade and clearance during Company's construction.
- The estimated Company construction start date for this electrical extension is: 01-Jun-03
- Company's Construction Charges requirements, as calculated for this Extension Agreement, may become void after 120 days, at Company's discretion, after Agreement is presented to Customer, unless Agreement is fully executed before that time, indicated by signature and date below.

Upon receipt of a fully executed original copy of this Extension Agreement and the applicable considerations for Construction Charges, Company will begin the design and installation of the electric distribution system for the specified property(ies) above. **IN WITNESS WHEREOF**, the parties hereto have affixed their signatures as dated below:

		<b>Missouri Public Service</b>	
Customer Name - Printed			
Customer Signature		Company Signature	
Date of Signature:		Date of Signature:	

# Aquila Networks Job Cost Estimate

**Company:** M5      **Division:** MA      **District:** MOBE      **Work Request:** 72880  
**Start Date:** 05/30/2002      **End Date:** 05/30/2002      **Project:**      **Crew Hq:** 5337  
**County:** CASS      **T/R/S:** 46 33 2      NU

**Desc:** Electric Primary Overhead Non-Fame

## Contact Information:

**Name:** RICHARD SMITH

**Contact Phone No.**

**Phones**

**Home:**

**Fax:**

**Mobile:**

**Alt:**

**E-mail:**

## Job Information:

**Name:** OH PRI EXT.

**Building:**

**Floor:**

**Unit Id:**

**Street:** 211TH ST 640

**City:** PECULIAR

**State:** MO

**Zip:**

**Country:**

**Ad Info:**

## Estimate Details:

### Labor:

**Direct Hours:** 167.56      **Cost:** 4,296.24

**Contract Hours:** 0      **Cost:** 0.00

### Other:

**Material Cost:** 8,371.73

**Additional Items Cost:** 0.00

**Previous Capitalized Cost:** 0.00

**AFUDC:** 0.00

**Overhead:** 8,103.63

**Scrap and Salvage Credit:** 0.00

**Linear Distance:** 2,700.00

**Cost per Unit:** 7.69

**Cost per Unit (Includes Prev Capitalized):** 7.69

**Customer Contributions:** 0.00

**Total Cost:** 20,771.60

**Total Cost (Includes Prev Capitalized):** 20,771.60



# Osage Valley Electric Cooperative Association

P.O. Box 151  
Butler, Mo. 64730

660-679-3131  
FAX: 660-679-3142


May 16, 2003

Aquila, Inc.  
Mr. Steve Yates  
215 Locust Hill Road  
Belton, MO 64012

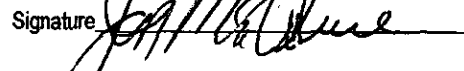
RE: Service to Harvest Hill in Peculiar Missouri

Dear Mr. Yates:

The purpose of this letter is to inform Aquila, Inc. that Osage Valley Electric Cooperative would be pleased to serve Harvest Hill Subdivision in Peculiar Missouri in T45N, R32W, S10 (within the city limits). Osage Valley appreciates Aquila's blessing in releasing this subdivision in order that we can serve the load. If you have any questions please do not hesitate to call me at 1-800-889-6832, ext. 243.

  
Jon McClure  
General Manager

IN WITNESS WHEREOF, the undersigned, grantor(s), have set their hands and seals this 16<sup>th</sup> day of May 2003.  
Signed, sealed, and delivered in the presence of:

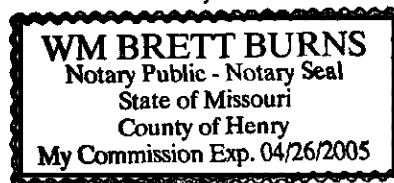
Signature   
Print Jon McClure  
STATE OF MISSOURI

COUNTY OF Henry  
On this 16<sup>th</sup> day of May 2003 before me personally appeared Jon McClure

to me known to be the person(s) described  
in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: 4/26/05 WM Brett Burns  
Notary Public



(seal)

Location Harvest Hill Subdivision  
Name \_\_\_\_\_

