

FILED

APR 16 1990

PUBLIC SERVICE COMMISSION

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of The Kansas Power and Light)
Company for authority to file tariffs in-)
creasing rates for gas service provided to) Case No. GR-90-50
customers in the Missouri service area of)
the Company.)

STIPULATION AND AGREEMENT

On August 29, 1989, The Kansas Power and Light Company (KPL or Company) submitted to this Commission tariffs reflecting increased rates for gas service provided to customers in the Missouri service area of the Company. The proposed tariffs contained a requested effective date of October 1, 1989 and were designed to produce an increase of approximately 6.82 percent (\$25,645,661) in charges for gas service.

By Order dated September 27, 1989, the Commission suspended the proposed tariffs and established a procedural schedule for interventions, the prefiling of testimony and exhibits, and hearings. On November 3, 1989, the Commission issued an Order granting the applications to intervene filed by Kansas City, Missouri, St. Joseph, Missouri, Armco, Inc., St. Joseph Light & Power Company, the United States Department of Energy, Williams Natural Gas Company, Midwest Gas Users Association, Ford Motor Company, General Motors Corporation and Reynolds Metals Company. In its Order, the Commission also established notice requirements and dates for local public hearings in Joplin, Kansas City and Lee's Summit, Missouri.

Local hearings were held in this proceeding on March 14 and 15, 1990. Pursuant to the procedural schedule established by the

Commission, a prehearing conference was convened on March 26, 1990. With the exception of Kansas City and St. Joseph, Missouri, all parties participated in the prehearing conference. As a result of the prehearing conference, the undersigned parties have reached the following stipulations and agreements:

1. The Company shall be authorized to file revised gas tariffs and rate schedules designed to produce an increase in overall Missouri jurisdictional gross annual revenues of \$18.5 million, exclusive of any applicable franchise and gross receipts taxes.

2. The tariffs and rate schedules reflecting this increase are set forth in Attachment 1 hereto and shall be effective for service rendered on and after May 1, 1990. The tariffs reflect the establishment of five major customer classifications as follows:

- (a) Residential Gas Service (RSm) applicable to all residential customers previously served under the General Service tariff.
- (b) Unmetered Gaslight Service (UGm) applicable to all unmetered gaslight service currently served under the Flat Rate tariff.
- (3) General Gas Service (GSm) applicable to nonresidential customers served under the current General Service tariff, small commercial and industrial customers currently served under the small commercial and/or industrial service (GLm) tariff and customers served under the Armed Forces Housing (AFm) tariff.

(4) Large Commercial Service (LCm) applicable to customers currently served under the Large Commercial tariff.

(5) Large Industrial Service (LIIm) applicable to customers currently served under the Large Industrial tariff.

The tariff schedules will continue to be subject to adjustment by action of the Company's Tax Adjustment Schedule and Purchased Gas Cost Adjustment Schedule. Service will also be subject to the Company's transportation provisions (TRPR) and to the General Terms and Conditions for Gas Service. The specific prices, terms, and conditions of service are shown on the tariff schedules.

3. In order to compete with alternative sources of energy, the Company shall be authorized to implement a flexible rate adjustment mechanism and special contract procedure. (See Attachment 1).

4. The Company's Purchased Gas Cost Adjustment (PGAm) clause, shall be revised as shown in Attachment 1.

5. The Company agrees to prepare and submit a new depreciation rate study in its next Missouri rate case proceeding. In performing the study, the Company will attempt, where practicable, to determine depreciation rates based on a consideration of the type of material (i.e., plastic, cast iron, coated and bare steel) used in the Company's facilities.

6. The Company and the United States Department of Energy (DOE) agree to meet within two months of the termination of this proceeding to discuss and seek resolution of the concerns raised by DOE regarding (1) the Company's charges for contract demand and

as available gas service; and (2) the transportation contract provisions related to diversion of transportation customer gas and indemnification of transportation customers. If DOE and the Company fail to resolve these concerns, nothing in this Stipulation and Agreement shall be interpreted as preventing either of these parties from seeking relief from this Commission either during the Company's next rate case or through some other proceeding.

7. The Company agrees to modify its General Terms and Conditions for Gas Service to conform with the definitional recommendations set forth in the prefiled direct testimony of Staff Witness Walter R. Ellis. (See General Terms and Conditions for Gas Service; Attachment 1)

8. The Company recognizes the operational and management concerns raised by Staff in this proceeding in conjunction with the Company's service line replacement program. In an effort to address those concerns in a constructive and effective manner, Company and Staff have reached the following agreements:

- (a) Within three months of the May 1, 1990 filing of the Company's replacement program report, and on a quarterly basis thereafter, Company and Staff will meet to discuss the strategic and operational goals and financial requirements of the Company's service line replacement program and the Company's progress in implementing the program. In addition to exchanging information regarding the status and direction of the replacement program, the purpose of these meetings will be to achieve an ongoing

understanding of each party's views and positions on the strategic and operational goals and financial requirements of the program, as well as the steps required to meet them.

- (b) In order to facilitate the goals of the replacement program and the process described above, the Company agrees to develop and implement a comprehensive, periodic reporting procedure. Under this procedure, the Company will compile, in a monthly and year-to-date format, and present to Staff in advance of each quarterly meeting a report detailing (1) the number, classification, and disposition of all leaks as reported on the Company's Leakage Repair and Leak Analysis Reports; (2) the number of service and yard lines replaced (a) by geographic location (state, district and/or division); (b) by entity performing the work (i.e., Company versus contractor), and (c) by method of replacement (i.e., block-by-block, modified block-by-block, and leak responsive); (3) the average cost per service line replacement under the various circumstances described above, and where feasible, explanations for any significant differences between the average costs reported; (4) for each of the circumstances described above, monthly budgeted and achieved replacement cost levels and, where feasible, explanations for any significant differences between the two; (5) a comparison of the average cost of replacements

versus the average cost of new installations, and, on a one-time basis, (6) a description of the procedures used by the Company to ensure consistent reporting of cost data throughout the Company; and (7) the number of service and yard lines replaced, and the total cost of such replacements as of December 31, 1989. During each quarterly meeting, Staff and Company will confer on potential modifications or additions to these periodic reports.

- (c) In addition to the quarterly reports described above, the Company also agrees to submit to Staff within six months of the termination of this proceeding and on a semi-annual basis thereafter a report detailing (1) the steps taken by the Company to achieve uniformity in its methods for prioritizing replacements and implementing various features of the replacement program; (2) the steps taken by the Company to ensure an appropriate allocation of replacement resources among the Company's various jurisdictions together with information regarding the number of areas/sectors and associated service lines and yard lines requiring replacement in other jurisdictions; (3) the progress made by the Company in developing a program and information base for prioritizing and performing replacements in a manner that appropriately recognizes both safety and efficiency goals including status of the CIMOS and PDS programs; (4) the measures

implemented by the Company to ensure adequate communication of policies and procedures; (5) the progress of the Company in establishing suitable job descriptions for program personnel and (6) the steps taken by the Company to ensure that the performance of Company and contract crews are consistently monitored and adequately documented.

The various procedures referenced in paragraph 8 of this Stipulation and Agreement shall continue until terminated, in whole or in part, by the mutual agreement of the Company and Staff.

9. The prefiled direct testimony, schedules, exhibits and minimum filing requirements submitted by the Company, Commission Staff, Office of Public Counsel, United States Department of Energy, St. Joseph Light and Power Company, Midwest Gas Users Association, Ford Motor Company, General Motors Corporation and Reynolds Metals Company shall be received into evidence without the necessity of their respective witnesses taking the stand.

10. This Stipulation and Agreement represents a negotiated dollar settlement for the sole purpose of disposing of this case, and none of the signatories to this Stipulation and Agreement shall be prejudiced or bound in any manner by the terms of the Stipulation and Agreement in any other proceeding, except as otherwise specified herein.

11. None of the signatories to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking principle or any method of cost determination or cost allocation

underlying or allegedly underlying this Stipulation and Agreement and the rates provided for herein.

12. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the signatories waive their respective rights to cross-examine witnesses, their respective rights to present oral argument and written briefs pursuant to Section 536.080.1 RSMo 1986; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 1986; and their respective rights to judicial review pursuant to Section 386.510 RSMo 1986.

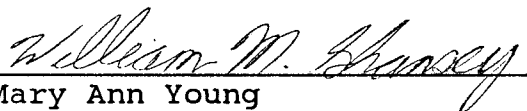
13. This Stipulation and Agreement has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not approve and adopt this Stipulation and Agreement in total, or in the event the revised tariffs do not become effective in accordance with the provisions contained herein, the Stipulation and Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

14. The Staff shall have the right to file with the Commission a summary of the provisions of the Stipulation and Agreement and to provide to the Commission whatever further explanation the Commission requests. The summary shall not become a part of the record of this proceeding and shall not bind or prejudice the Staff in any future proceeding or in this proceeding in the event the Commission does not approve the Stipulation and Agreement. The contents of the summary provided by Staff are its

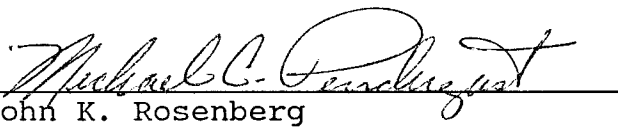
own and not acquiesced in or otherwise adopted by the other signatories to the Stipulation and Agreement.

Respectfully submitted,

STAFF OF THE MISSOURI
PUBLIC SERVICE COMMISSION


Mary Ann Young
William Shansey
Penny Baker

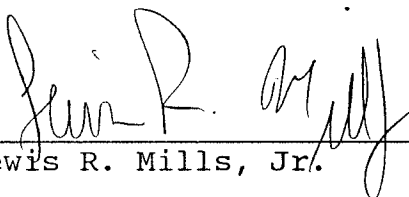
THE KANSAS POWER AND LIGHT COMPANY


John K. Rosenberg
Michael C. Pendergast

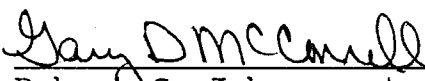
ARMCO, MIDWEST GAS USERS
ASSOCIATION

Stuart W. Conrad

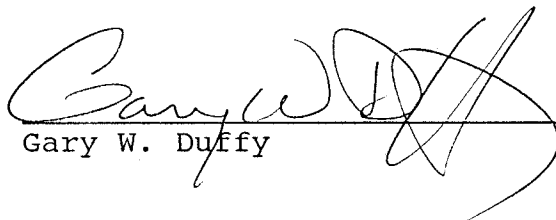
OFFICE OF PUBLIC COUNSEL


Lewis R. Mills, Jr.

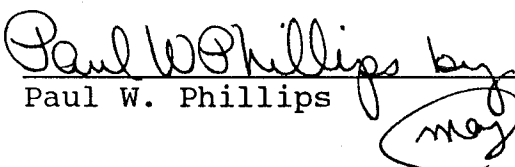
FORD, et al.


Robert C. Johnson
Gary D. McConnell by
MAY

ST. JOSEPH LIGHT & POWER COMPANY


Gary W. Duffy

U.S. DEPARTMENT OF ENERGY


Paul W. Phillips by
may

WILLIAMS NATURAL GAS COMPANY

Richard S. Brownlee, III

CITY OF KANSAS CITY, MO

CITY OF ST. JOSEPH, MO

Richard N. Ward

John D. Boeh
Elaine J. Strickler

Attachment 1

Rate Schedules and
General Terms and Conditions for Gas Service

P.S.C.MO. No. 1 1st Revised SHEET No. 2

Cancelling P.S.C.MO. No. 1 Original SHEET No. 2

The Kansas Power & Light Company For All Missouri Service Areas

Communities Served and Applicable Rate Schedules
Index

	Residential and General Service (RSm) (GSm) <u>Sheet Nos.</u>		Unmetered Gaslight (UGm) <u>Sheet No.</u>	Large Commercial (LCm) <u>Sheet No.</u>	Large Industrial (LIm) <u>Sheet No.</u>
<u>Urban Areas</u>					
Alba	25	27	30	38	44
Alma	25	27	30	38	44
Anderson	25	27	30	38	44
Armstrong	25	27	30	38	44
Ash Grove	25	27	30	38	44
Aurora	25	27	30	38	44
Avondale	25	27	30	38	44
Baldwin Park	25	27	30	38	44
Bates City	25	27	30	38	44
Belton	25	27	30	38	44
Billings	25	27	30	38	44
Blackburn	25	27	30	38	44
Blue Springs	25	27	30	38	44
Buckner	25	27	30	38	44
Butterfield	25	27	30	38	44
Camden Point	25	27	30	38	44
Cameron	25	27	30	38	44
Carl Junction	25	27	30	38	44
Carrollton	25	27	30	38	44
Carterville	25	27	30	38	44
Carthage	25	27	30	38	44
Cassville	25	27	30	38	44
Centerview	25	27	30	38	44
Clarksburg	25	27	30	38	44

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
 month day year month day year
 ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
A. W. Woellhof KPL Gas Utility Services

P.S.C.MO. No. 1 1st Revised SHEET No. 3

Cancelling P.S.C.MO. No. 1 Original SHEET No. 3

The Kansas Power & Light Company For All Missouri Service Areas

Communities Served and Applicable Rate Schedules
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	Residential and General Service (RSm) (GSm) <u>Sheet Nos.</u>		Unmetered Gaslight (UGm) <u>Sheet No.</u>	Large Commercial (LCm) <u>Sheet No.</u>	Large Industrial (LIm) <u>Sheet No.</u>
<u>Urban Areas</u>					
Claycomo	25	27	30	38	44
Cleveland	25	27	30	38	44
Clever	25	27	30	38	44
Concordia	25	27	30	38	44
Corder	25	27	30	38	44
Crane	25	27	30	38	44
Dearborn	25	27	30	38	44
Diamond	25	27	30	38	44
Drexel	25	27	30	38	44
Duenweg	25	27	30	38	44
East Lynne	25	27	30	38	44
Edgerton	25	27	30	38	44
El Dorado Spgs	25	27	30	38	44
Emma	25	27	30	38	44
Excelsior Spgs	25	27	30	38	44
Exeter	25	27	30	38	44
Fayette	25	27	30	38	44
Fort Crowder	25	27	30	38	44
Freeman	25	27	30	38	44
Freistatt	25	27	30	38	44
Garden City	25	27	30	38	44
Gladstone	25	27	30	38	44
Glenaire	25	27	30	38	44
Golden City	25	27	30	38	44

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KPL Gas Utility Services

P.S.C.MO. No. 1 1st Revised SHEET No. 4

Cancelling P.S.C.MO. No. 1 Original SHEET No. 4

The Kansas Power & Light Company For All Missouri Service Areas

Communities Served and Applicable Rate Schedules
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	Residential and General Service (RSm) (GSm) <u>Sheet Nos.</u>		Unmetered Gaslight (UGm) <u>Sheet No.</u>	Large Commercial (LCm) <u>Sheet No.</u>	Large Industrial (LIm) <u>Sheet No.</u>
<u>Urban Areas</u>					
Goodman	25	27	30	38	44
Gower	25	27	30	38	44
Grain Valley	25	27	30	38	44
Grandview	25	27	30	38	44
Grayson	25	27	30	38	44
Greenfield	25	27	30	38	44
Greenwood	25	27	30	38	44
Harrisonville	25	27	30	38	44
Higginsville	25	27	30	38	44
Holden	25	27	30	38	44
Holt	25	27	30	38	44
Houstonia	25	27	30	38	44
Houston Lake	25	27	30	38	44
Hugessville	25	27	30	38	44
Independence	25	27	30	38	44
Irwin	25	27	30	38	44
Jasper	25	27	30	38	44
Jerico Springs	25	27	30	38	44
Joplin	25	27	30	38	44
Kansas City	25	27	30	38	44
Kearney	25	27	30	38	44
Kingsville	25	27	30	38	44
Knob Noster	25	27	30	38	44
Lake Lotawana	25	27	30	38	44

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P.S.C.MO. No. 1 1st Revised SHEET No. 5

Cancelling P.S.C.MO. No. 1 Original SHEET No. 5

The Kansas Power & Light Company For All Missouri Service Areas

Communities Served and Applicable Rate Schedules
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	Residential and General Service (RSm) (GSm) <u>Sheet Nos.</u>		Unmetered Gaslight (UGm) <u>Sheet No.</u>	Large Commercial (LCm) <u>Sheet No.</u>	Large Industrial (LIm) <u>Sheet No.</u>
<u>Urban Areas</u>					
Lakeside	25	27	30	38	44
Lake Tapawingo	25	27	30	38	44
Lake Waukomis	25	27	30	38	44
Lake Winnebago	25	27	30	38	44
Lamar	25	27	30	38	44
Lamar Heights	25	27	30	38	44
LaMonte	25	27	30	38	44
Lanagan	25	27	30	38	44
Lathrop	25	27	30	38	44
Lawson	25	27	30	38	44
Lee's Summit	25	27	30	38	44
Liberty	25	27	30	38	44
Lockwood	25	27	30	38	44
Lone Jack	25	27	30	38	44
Marionville	25	27	30	38	44
Monett	25	27	30	38	44
Mosby	25	27	30	38	44
Mt. Leonard	25	27	30	38	44
Mt. Vernon	25	27	30	38	44
Neck City	25	27	30	38	44
Neosho	25	27	30	38	44
New Market	25	27	30	38	44
Nixa	25	27	30	38	44
Noel	25	27	30	38	44

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P.S.C.MO. No. 1 1st Revised SHEET No. 6

Cancelling P.S.C.MO. No. 1 Original SHEET No. 6

The Kansas Power & Light Company For All Missouri Service Areas

Communities Served and Applicable Rate Schedules
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	Residential and General Service (RSm) (GSm) <u>Sheet Nos.</u>		Unmetered Gaslight (UGm) <u>Sheet No.</u>	Large Commercial (LCm) <u>Sheet No.</u>	Large Industrial (LIm) <u>Sheet No.</u>
<u>Urban Areas</u>					
Norborne	25	27	30	38	44
No.Kansas City	25	27	30	38	44
Northmoor	25	27	30	38	44
North Noel	25	27	30	38	44
Oak Grove	25	27	30	38	44
Oaks	25	27	30	38	44
Oak View	25	27	30	38	44
Oakwood	25	27	30	38	44
Oakwood Manor	25	27	30	38	44
Oakwood Park	25	27	30	38	44
Odessa	25	27	30	38	44
Osborn	25	27	30	38	44
Ozark	25	27	30	38	44
Palmyra	25	27	30	38	44
Parkville	25	27	30	38	44
Peculiar	25	27	30	38	44
Pierce City	25	27	30	38	44
Pilot Grove	25	27	30	38	44
Pineville	25	27	30	38	44
Platte Woods	25	27	30	38	44
Pleasant Hill	25	27	30	38	44
Pleasant Valley	25	27	30	38	44
Prathersville	25	27	30	38	44
Propserity	25	27	30	38	44

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P.S.C.MO. No. 1 2nd Revised SHEET No. 7

Cancelling P.S.C.MO. No. 1 1st Revised SHEET No. 7

The Kansas Power & Light Company For All Missouri Service Areas

Communities Served and Applicable Rate Schedules
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	Residential and General Service (RSm) (GSm) <u>Sheet Nos.</u>		Unmetered Gaslight (UGm) <u>Sheet No.</u>	Large Commercial (LCm) <u>Sheet No.</u>	Large Industrial (LIm) <u>Sheet No.</u>
<u>Urban Areas</u>					
Purcell	25	27	30	38	44
Purdy	25	27	30	38	44
Randolph	25	27	30	38	44
Raymore	25	27	30	38	44
Raytown	25	27	30	38	44
Redings Mill	25	27	30	38	44
Republic	25	27	30	38	44
Riverside	25	27	30	38	44
Saginaw	25	27	30	38	44
St. Joseph	25	27	30	38	44
Sarcoxie	25	27	30	38	44
Savannah	25	27	30	38	44
Seneca	25	27	30	38	44
Sheldon	25	27	30	38	44
Slater	25	27	30	38	44
Smithfield	25	27	30	38	44
Smithville	25	27	30	38	44
Southwest City	25	27	30	38	44
Spring Valley	25	27	30	38	44
Stewartsville	25	27	30	38	44
Stockton	25	27	30	38	44
Stone's Corner	25	27	30	38	44
Sugar Creek	25	27	30	38	44
Sweet Springs	25	27	30	38	44

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P.S.C.MO. No. 1 1st Revised SHEET No. 8

Cancelling P.S.C.MO. No. 1 Original SHEET No. 8

The Kansas Power & Light Company For All Missouri Service Areas

Communities Served and Applicable Rate Schedules
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<u>Urban Areas</u>					
Tipton	25	27	30	38	44
Trimble	25	27	30	38	44
Turney	25	27	30	38	44
Verona	25	27	30	38	44
Walnut Grove	25	27	30	38	44
Warrensburg	25	27	30	38	44
Waverly	25	27	30	38	44
Weatherby Lake	25	27	30	38	44
Webb City	25	27	30	38	44
Wentworth	25	27	30	38	44
Willard	25	27	30	38	44
Windsor	25	27	30	38	44
Woods Heights	25	27	30	38	44

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A. W. Woellhof KPL Gas Utility Services

P.S.C.MO. No. 1 1st Revised SHEET No. 9

Cancelling P.S.C.MO. No. 1 Original SHEET No. 9

The Kansas Power & Light Company For All Missouri Service Areas

Communities Served and Applicable Rate Schedules
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	Residential and General Service (RSm) (GSm) <u>Sheet Nos.</u>		Unmetered Gaslight (UGm) <u>Sheet No.</u>	Large Commercial (LCm) <u>Sheet No.</u>	Large Industrial (LIm) <u>Sheet No.</u>
<u>Rural & Surburban Areas</u>					
Andrew County	25	27	30	38	44
Barry County	25	27	30	38	44
Barton County	25	27	30	38	44
Buchanan County	25	27	30	38	44
Carroll County	25	27	30	38	44
Cass County	25	27	30	38	44
Cedar County	25	27	30	38	44
Christian County	25	27	30	38	44
Clay County	25	27	30	38	44
Clinton County	25	27	30	38	44
Cooper County	25	27	30	38	44
Dade County	25	27	30	38	44
DeKalb County	25	27	30	38	44
Greene County	25	27	30	38	44
Henry County	25	27	30	38	44
Howard County	25	27	30	38	44
Jackson County	25	27	30	38	44
Jasper County	25	27	30	38	44
Johnson County	25	27	30	38	44
Lafayette County	25	27	30	38	44
Lawrence County	25	27	30	38	44
Marion County	25	27	30	38	44
McDonald County	25	27	30	38	44
Moniteau County	25	27	30	38	44

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P.S.C.MO. No. 1 1st Revised SHEET No. 10

Cancelling P.S.C.MO. No. 1 Original SHEET No. 10

The Kansas Power & Light Company For All Missouri Service Areas

Communities Served and Applicable Rate Schedules
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	Residential and General Service (RSm) (GSm) <u>Sheet Nos.</u>		Unmetered Gaslight (UGm) <u>Sheet No.</u>	Large Commercial (LCm) <u>Sheet No.</u>	Large Industrial (LIm) <u>Sheet No.</u>
<u>Rural & Surburban Areas</u>					
Newton County	25	27	30	38	44
Pettis County	25	27	30	38	44
Platte County	25	27	30	38	44
Ray County	25	27	30	38	44
Saline County	25	27	30	38	44
Stone County	25	27	30	38	44
Vernon County	25	27	30	38	44

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month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. 13

Cancelling P.S.C.MO. No. 1 Original SHEET No. 13

The Kansas Power & Light Company For All Missouri Service Areas

Tax Adjustment

TAm

Billing of License, Occupation, Franchise, or Other Similar Charges or Taxes

There shall be added to the customer's bill, as a separate item, an amount equal to the proportionate part of any applicable license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by taxing authorities, whether imposed by ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues from sales of gas service rendered by the Company to the customer.

When more than one such charge or tax is imposed by a taxing authority, the total of such charges or taxes applicable to a customer may be billed to the customer as a single amount.

Charges or taxes herein referred to shall in all instances be billed to customers on the basis of Company rates effective at the time of billing, and on the basis of the tax rate effective at the time billing is made.

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P.S.C.MO. No. 1 3rd Revised SHEET No. 14

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 14

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Cost Adjustment

PGAm

I. CALCULATION OF THE PURCHASED GAS COST

The charges which the Company makes for gas shall be subject to increases or decreases due to increases or decreases in the cost of gas charged by the Company's suppliers. For the purpose of the computations herein, the PGA computational volumes to be used in determining the cost of gas for each customer group shall be those set forth in Section VI of this Schedule.

In the event of increases or decreases in the Company's cost of purchased gas, charges for gas service contained in the Company's then effective Purchased Gas Cost Adjustment Statement (Sheet No. 18) on file with the Commission shall be increased or decreased. The new charges shall be calculated for the group of customers receiving service under the Company's Residential, General and Unmetered Gaslight tariffs and for the group of customers receiving service under the Large Commercial and Large Industrial tariffs, in accordance with the following formula:

$$1. \text{ Purchased Gas Cost} = \frac{P + S}{V}$$

where:

Purchased Gas Cost = The \$/MCF charge included in the retail bills to customers to reflect the estimated cost of purchased gas charged by the Company's wholesale suppliers - rounded to the nearest \$0.0001.

P = The estimated total dollar cost of purchased gas (including FERC authorized charges such as Take-or-Pay costs) for each group of sales customers set forth in Section VI of this Schedule, including lost and unaccounted for and Company use gas (L&U). The

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P.S.C.MO. No. 1 4th Revised SHEET No. 15

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 15

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Cost Adjustment (Cont.)

PGAM

I. CALCULATION OF THE PURCHASED GAS COST (cont.)

gas costs for each customer group shall be calculated by summing the products of the most recent unit cost of purchased gas from each supplier and the estimated annual volumes to be purchased from said supplier. All system supply sources shall be included in the calculation of gas costs, but the total purchase volumes of all sources shall be restricted to the total purchase volume listed for each customer group in Section VI of this Schedule. Under no circumstance will the dollar amount of each group's total gas costs exceed the sum of the products of the most current wholesale rates and the base volumes, all as adjusted for lost and unaccounted for and Company use gas as hereinafter described, for the suppliers specified in Section VI. The cost of purchased gas shall exclude the estimated dollar cost of demand related purchased gas costs to be billed directly to customers as provided in the applicable rate schedules.

Purchased gas costs used in the calculation of the estimated total dollar cost are those costs properly includable in the F.E.R.C. uniform chart of accounts; designated as account numbers 800, 801, 802, 803, 804, 805 and 806 attributable to Missouri operations.

The Company shall include in its estimate of the annual purchase volume necessary to provide sales service to large commercial and industrial customers under tariff Sheets No. 38 and 44 respectively an amount sufficient to provide a lost and unaccounted for and Company use gas (L&U) volume equal to 2 percent of the volumetric input responsibility

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P.S.C.MO. No. 1 3rd Revised SHEET No. 16

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 16

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Cost Adjustment (cont.)

PGAm

I. CALCULATION OF THE PURCHASED GAS COST (cont.)

attributable to such customers. Such amount included shall be priced at the estimated weighted average cost of natural gas to be purchased for the residential, general and unmetered gaslight classes. The estimated annual purchase volume necessary to provide sales to residential, general and unmetered gaslight customers under tariff Sheets No. 25, 27 and 30 respectively and the related cost of such natural gas shall exclude the quantity and cost of L&U gas attributable to large commercial and industrial customers.

S = Estimated cost of gas withdrawn from storage and sold during the same 12 month period as in P above. (Acct. No. 808.)

V = Separate group sales as listed in Section VI herein.

2. The Purchased Gas Cost so determined shall remain in effect until the next Purchased Gas Cost becomes effective hereunder, or until otherwise changed by law or order of the Commission. Each Purchased Gas Cost filed hereunder shall cancel and supersede the previously effective Purchased Gas Cost and shall reflect the Purchased Gas Cost to be effective thenceforth.
3. No new Purchased Gas Cost will be submitted unless the current increase or decrease in the Company's total estimated annual cost of purchased gas for all classes of service since the last filing accepted by the Commission amounts to more than \$1,000,000.
4. When the effective date of Company's retail rate change and the date of the wholesale rate change resulting in 50% or more of the annualized gas cost change triggering the Company's proposed retail rate change, correspond, the amount of the Purchased Gas Cost per MCF shall

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P.S.C.MO. No. 1 2nd Revised SHEET No. 17

Cancelling P.S.C.MO. No. 1 1st Revised SHEET No. 17

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Cost Adjustment (cont.)

PGAm

I. CALCULATION OF THE PURCHASED GAS COST (cont.)

be applied to bills rendered to the Company's customers receiving the class or classes of service affected by the change in the wholesale rate based on sales made on and after the effective date of the wholesale rate change (customer billings to be prorated between old and new rate by billing cycle). If after the Company's best attempts to match the wholesale effective dates, the effective date of a wholesale price change resulting in more than 50% of the annualized gas cost change precedes the Company's proposed retail rate effective date, proration is not required. In all cases, the adjustment shall not be made until the new Purchased Gas Cost herein provided for shall have first been on file with the Commission for a period of at least ten days.

5. At least ten days before applying any revised Purchased Gas Cost, the Company shall file with the Commission an Adjustment Statement and related information showing:
 - a. The computation of the revised purchased gas costs described in Paragraph No. 1 above.
 - b. A Revised Sheet No. 18 setting forth the rate schedules of the Company to which the Purchased Gas Cost is to be applied, the net amount per MCF, expressed to the nearest \$0.0001 to be used in computing the Purchased Gas Cost applicable to customers' bills under each rate schedule, and the effective date of such revised cost.

The Company shall also file with the Commission as soon as available, copies of any orders or other pertinent information applicable to the wholesale rates charged the Company by its natural gas suppliers.

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P.S.C.MO. No. 1 55th Revised SHEET No. 18

Cancelling P.S.C.MO. No. 1 54th Revised SHEET No. 18

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Adjustment Clause (Cont.)

PGAm

II. ADJUSTMENT STATEMENT

As provided in this Purchased Gas Adjustment Clause, the following adjustments per MCF will become effective with sales on and after May 1, 1990.

<u>Customer Class And Tariff Sheet No.</u>	<u>Current Cost of Gas</u>	<u>A.C.A.</u>	<u>Refund</u>	<u>Total Purchased Gas Cost</u>
<u>Residential Service</u> 2nd Revised Sheet No. 25	\$ 3.6390	\$(0.1438)	\$(0.0197)	\$ 3.4755
<u>General Service</u> 3rd Revised Sheet No. 27	3.6390	(0.1438)	(0.0197)	3.4755
<u>Unmetered Gaslight Service 1/</u> 4th Revised Sheet No. 30	3.6390	(0.1438)	(0.0197)	3.4755
<u>Large Commercial Service 2/</u> 4th Revised Sheet No. 38 and 1st Revised Sheet No. 76	3.1110	(0.3538)	0.0000	2.7572
<u>Large Industrial Service 2/</u> 5th Revised Sheet No. 44	3.1110	(0.1017)	0.0000	3.0093

This Adjustment Statement cancels and supersedes the Adjustment Statement which became effective April 4, 1990. This statement reflects settlement of GR-90-50 and changes in the wholesale cost of gas from Williams Natural Gas Company and Panhandle Eastern Pipe Line Company.

1/ Each Unmetered Gaslight Unit is equal to 1.5 MCF.

2/ Demand related purchased gas costs of \$16.8043 per MCF of contract demand and \$0.5528 per MCF of daily demand for authorized sales in excess of the contract demand are directly chargeable to customers on this rate.

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P.S.C.MO. No. 1 3rd Revised SHEET No. 19

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 19

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Cost Adjustment (cont.)

PGAm

III. DEMAND RELATED COST RECOVERY

Large commercial and industrial customers receiving sales service under rate schedules LCM or LIM shall be billed as a component of total purchased gas costs, demand charges estimated to be sufficient to reimburse the Company for demand related purchased gas costs incurred to serve such customers as those costs may vary from time to time. Such charges as specified in the Williams Natural Gas Company's Federal Energy Regulatory Commission (FERC) tariff, or such replacement charges as may be found appropriate by the FERC and authorized by the Commission are shown on Sheet No. 18 and shall be collected from customers in accordance with the Company's applicable rate schedules.

IV. DEFERRED PURCHASED GAS COST - ACTUAL COST ADJUSTMENT ACCOUNTS

For each customer group having a separate Purchased Gas Cost determined hereunder, the Company shall establish and maintain a Deferred Purchased Gas Cost - Actual Cost Adjustment Account (ACA) which shall be credited with any over-recovery resulting from the operation of the Company's PGA procedure or debited for any under-recovery resulting from same. Such over or under-recovery shall be determined by a monthly comparison of the actual total cost of gas and the cost recovery for the same month.

The "cost of gas" for a particular month will be calculated by using the as billed cost of gas shown on the books and records of the Company, including TOP costs, but exclusive of refunds, with an adjustment to the purchases for lost and unaccounted for and Company use gas (L&U). This L&U adjustment shall be performed monthly by increasing the LC & LI MCF purchase volumes before system supply credits, by an amount sufficient to provide an L&U volume equal to 2% of the volumetric input responsibility attributable to the LC & LI customer group, and by decreasing RS, GS and UG purchase

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P.S.C.MO. No. 1 3rd Revised SHEET No. 20

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 20

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Cost Adjustment (Cont.)

PGAM

IV. DEFERRED PURCHASED GAS COSTS ACCOUNTS (Cont.)

volumes by that same amount. The dollar value of these reassigned MCF volumes priced at the weighted average cost of natural gas purchased for RS, GS and UG customers in effect during the month in question, will be added to the LC and LI cost of gas. An equal dollar amount will be credited to the RS, GS and UG cost of gas.

The "cost recovery" for a particular month shall be determined by calculating the product of the volumes billed during the month and the sum of that month's regular Purchased Gas Cost and the prior year "Actual Cost Adjustment" (ACA), as hereinafter defined. To this total, shall be added the demand related purchased gas costs billed directly to customers (see Section III of this Schedule).

For each twelve month billing period ended June 30th, the differences of the cost of gas and the cost recovery comparisons as described herein, including any balance for the previous year shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. An "Actual Cost Adjustment" (ACA) shall be computed by dividing the cumulative balance of under-recoveries or over-recoveries by the estimated volume of total sales during the subsequent twelve-month period. This adjustment shall be rounded to the nearest \$0.0001 per MCF and applied to billings beginning with the first billing cycle of the billing month of August and ending with the last billing cycle of the billing month of July in the following year.

The "Actual Cost Adjustment" shall remain in effect until superseded by a subsequent "Actual Cost Adjustment" calculated according to this provision. The Company shall file any revised ACA on Sheet No. 18 in the same manner as all other Purchased Gas Cost Adjustments.

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P.S.C.MO. No. 1 2nd Revised SHEET No. 21

Cancelling P.S.C.MO. No. 1 1st Revised SHEET No. 21

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Cost Adjustment (cont.)

PGAm

V. REFUND PROVISION

Residential, General and Unmetered Gaslight Customers:

For the purpose hereof, unless the Missouri Public Service Commission shall otherwise order, refunds or a balance in the refund account in excess of \$75,000 (including interest from suppliers) received by the Company from charges paid for natural gas resold to its Residential, General and Unmetered Gaslight customers, shall be refunded to such customers as a reduction in their Purchased Gas Adjustment. Within 90 days of the receipt of a refund in excess of \$75,000 or the balance reaching \$75,000, the Company shall file with the Commission and propose to make effective, the appropriate Purchased Gas Cost Adjustment Statement reflecting the decrease and an associated statement showing the computation of the refund adjustment.

The Company will add interest to the refunds received from its suppliers applicable to (1) the amount of the refund from the date of its receipt by the Company to the beginning date of the refund adjustment period, and (2) the average amount of the total refund estimated to be outstanding during the refund adjustment period. Such interest shall be calculated at the rate of 9 percent per annum compounded annually. For each refund distribution period, the interest to be added by the Company shall be included in determining the refund credits to be applied to bills.

The Company shall file refund factors in the same manner as all other Purchased Gas Adjustments.

The refund adjustment per MCF shall be determined by dividing the appropriate refund amount for this customer group, by the MCF sales to such group during the first twelve of the previous fourteen calendar months preceding the date of receipt of the refund. The amount of the unit refund adjustment shall be computed to the nearest \$0.0001 per MCF.

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P.S.C.MO. No. 1 3rd Revised SHEET No. 22

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 22

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Cost Adjustment (Cont.)

PGAm

V. REFUND PROVISION (cont.)

The length of the refund period shall generally be 12 months, except that each refund period may be lengthened or shortened by the Company, to avoid a total refund materially above or below the refundable amount.

After the refunding period is completed, the difference between the refunds received from the Company's suppliers and the amounts refunded to the respective customer group shall be determined and the difference retained in the refund accounts until such time as a subsequent refund is received. The balance in said refund accounts shall be added to any subsequent refund before computing a new refund adjustment.

In the event any refund received from the Company's suppliers is less than \$75,000 for this customer group, said refund shall be credited to the refund account. The credit balance in said account, exclusive of those amounts which have been included in the calculation of refunds then in progress, shall be accumulated to \$75,000 before commencing a subsequent refund as hereinabove provided.

Large Commercial and Large Industrial Customers:

Unless otherwise ordered by the Commission, supplier refunds (including interest from suppliers), received by the Company from charges paid for natural gas resold to its Large Commercial and Large Industrial customers shall be refunded to each customer classification respectively when such accumulated refunds equal or exceed \$75,000. Such refund shall be made within 90 days following receipt and shall be based on the sales to each customer classification during the period when such refund was generated. Where the total amount includes supplier refunds resulting from more than

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P.S.C.MO. No. 1 3rd Revised SHEET No. 23

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 23

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Cost Adjustment (cont.)

PGAm

V. REFUND PROVISION (cont.)

one proceeding, a single refund period may be selected which most nearly corresponds to the period of the proceeding during which the greater portion of the refund was generated. The total amount to be refunded to each customer classification shall be divided by respective MCF sales during the refund period. The result shall then be multiplied by the MCF sales made to each customer during such period and the amount so computed shall be refunded by a single payment to each customer. If a portion of the amount to be refunded is attributable to demand charges that were directly assigned to specific customers, such amount shall be refunded to the customers based on their demands during the refund period.

The Company shall deduct the amount of any delinquent bill or bad debt before making payment to the customer.

Any refund balance (debit or credit) shall be retained until such time as a subsequent refund is received from the Company's suppliers and shall be added to or deducted from such refund before distribution to customers.

In the event any refund received from the Company's suppliers is less than \$75,000 for these customer classes, said refund shall be credited to the refund account and the Commission shall be advised of the receipt of such refund.

The Company shall not be required to refund to the Large Commercial and Large Industrial customers when the credit balance in the refund account is less than \$75,000. When the credit balance in the refund account is greater than \$75,000 the Company shall within 90 days refund to its Large Commercial and Large Industrial customers utilizing the procedures as previously outlined herein.

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P.S.C.MO. No. 1

Original SHEET No. 23.1

Cancelling P.S.C.MO. No. _____

SHEET No. _____

The Kansas Power & Light Company For All Missouri Service Areas

Purchased Gas Cost Adjustment (cont.)

PGAm

VI. PGA COMPUTATIONAL VOLUMES

For purchases (P) from Williams Natural Gas Company:

F-2 (Firm Deliveries) 62,944,562 MCF

PR(B)-2 (Large Commercial and Industrial) 2,454,161 MCF

For purchases (P) from Panhandle Eastern Pipe Line Company:

Firm

D-1 demand volumes of 78,897 DKT

D-2 demand volumes of 628,040 DKT

Commodity volumes 4,109,168 MCF

Large Commercial and Industrial

D-1 demand volumes of 0 DKT

D-2 demand volumes of 2,585 DKT

Commodity volumes 124,178 MCF

Sales Volumes (V):

Residential, General and

Unmetered Gaslights 65,013,523 MCF

Large Commercial and Industrial

2,578,339 MCF

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P.S.C.MO. No. 1 3rd Revised SHEET No. 24

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 24

The Kansas Power & Light Company For All Missouri Service Areas

Weatherization Program

Pursuant to an Order of the Commission issued October 8, 1982, the Company was authorized to establish under its control, supervision and responsibility a Weatherization Program to be offered to its customers in the State of Missouri. Pursuant to a subsequent Order of the Commission, the Company was authorized to continue the program through October 31, 1986.

The Weatherization Program shall offer loans to its general service customers in Missouri, which loans would in no single instance exceed \$2,000, for the purpose of weatherizing that customer's residence. There will be no minimum or maximum income necessary to qualify for the loans which will have a term of no longer than seven (7) years and with interest rates that vary from zero to ten percent (0-10%) based on the income of the Applicant. The loan will be secured by a lien on the property that receives the weatherization services.

The total operating cost of the program's initial, second, third, and fourth years will be funded from the Company's deferred incremental pricing surcharge (DIPS) account. The loans shall be limited to a total not to exceed \$2,200,000. The customer loans may not: (a) exceed \$2,000 in an owner-occupied single family residence (condominium or otherwise) and, (b) exceed \$2,000 for the first unit and \$1,000 for each additional unit up to a total of six units in a multi-family residence that is owner-occupied.

The Company will advise its Missouri customers of the existence of this program and will file reports with the Commission on not less than an annual basis, reflecting the program's operations and financial condition.

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P.S.C.MO. No. 1 2nd Revised SHEET No. 25

Cancelling P.S.C.MO. No. 1 1st Revised SHEET No. 25

The Kansas Power & Light Company For All Missouri Service Areas

Residential Gas Service

RSm

AVAILABLE

At points on the Company's existing distribution facilities located in the communities specified in the Index.

APPLICABLE

To natural gas service supplied at one point of delivery to residential customers for domestic use by the customer or by members of customer's household for nonbusiness, noncommercial or nonindustrial purposes. Such domestic use shall include space heating, water heating, cooking, air conditioning, and other household uses.

Service hereunder is not available to locations served through a master meter or to a location other than the customer's domicile.

NET MONTHLY BILL

Rate

Customer Charge:

\$ 8.00 per month

Commodity Charge:

\$ 0.5880 per MCF for all gas delivered.

Minimum

The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract.

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P.S.C.MO. No. 1 8th Revised SHEET No. 26

Cancelling P.S.C.MO. No. 1 7th Revised SHEET No. 26

The Kansas Power & Light Company For All Missouri Service Areas

Residential Gas Service (Cont.)

RSm

Adjustments and Surcharges

The rates and minimum charges hereunder are subject to adjustments as provided in the following schedules:

1. Purchased Gas Cost Adjustment (PGAm).
2. Tax Adjustment (TAm).

Delayed Payment Charge

2% will be added to all bills not paid within 21 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS

Service provided hereunder is subject to the Company's General Terms and Conditions as approved by the Public Service Commission of Missouri.

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P.S.C.MO. No. 1 3rd Revised SHEET No. 27

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 27

The Kansas Power & Light Company For All Missouri Service Areas

General Gas Service
GSm

AVAILABLE

At points on the Company's existing distribution facilities located in the communities specified in the Index.

APPLICABLE

To natural gas service supplied at one point of delivery to commercial customers and industrial customers whose natural gas requirements at a single address or location do not exceed 3,000 MCF in any one month. Upon application and approval by the Company, this rate is also applicable to commercial and industrial customers whose natural gas requirements at a single address or location exceed 3,000 MCF in any one month of a twelve-month billing period. Service to such customers shall be subject to a contract between the customer and the Company, in the form of Sheet Nos. 32 through 37, as applicable, unless otherwise authorized by state law.

This rate is also applicable to U.S. Military Bases for redistribution without resale for normal domestic uses when individual housing facilities are utilized for base personnel, and where delivery of gas can be made through master metering installations for distribution through facilities provided, owned, and regularly maintained and operated by the Government.

Transportation service is not available under this schedule.

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P.S.C.MO. No. 1 4th Revised SHEET No. 28

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 28

The Kansas Power & Light Company For All Missouri Service Areas

General Gas Service (Cont.)

GSm

NET MONTHLY BILL

Rate

Customer Charge:

\$ 8.00 per month for requirements of 0 to 300 MCF
\$ 25.00 per month for requirements of 301 to 1000 MCF
\$ 50.00 per month for requirements of 1001 to 3000 MCF
\$300.00 per month for requirements over 3000 MCF

The applicable customer charge is established annually based on the customer's maximum monthly gas requirements at a single point of delivery during the most recent twelve month period ending with the month of May. Where such consumption history is not available, the Company will establish the customer charge based on estimated monthly requirements.

Commodity Charge:

\$ 0.5880 per MCF for all gas delivered.

Minimum

The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract.

Adjustments and Surcharges

The rates and minimum charges hereunder are subject to adjustments as provided in the following schedules:

1. Purchased Gas Cost Adjustment (PGAm).
2. Tax Adjustment (TAm).

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P.S.C.MO. No. 1 3rd Revised SHEET No. 29

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 29

The Kansas Power & Light Company For All Missouri Service Areas

General Gas Service (Cont.)

GSm

Delayed Payment Charge

2% will be added to all bills not paid within 21 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS

Service provided hereunder is subject to the Company's General Terms and Conditions as approved by the Public Service Commission of Missouri.

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P.S.C.MO. No. 1 4th Revised SHEET No. 30

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 30

The Kansas Power & Light Company For All Missouri Service Areas

Unmetered Gaslight Service

UGm

AVAILABLE

At points on the Company's existing distribution facilities located in the communities specified in the Index.

APPLICABLE

To natural gas service supplied at one point of delivery to customers operating one or more outdoor gaslights where, the connection through which gas is supplied is at a distribution main or the customer's service line at a point ahead of the metering of other gas requirements.

As of May 1, 1990, no new or expanded service shall be provided under this schedule.

NET MONTHLY BILL

Rate

\$ 0.8820 per gaslight unit.

For the purpose of this rate, a gaslight unit shall consist of a standard single mantle, or a pair of smaller mantles, and is assumed to require 1.5 MCF of natural gas per month.

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

1. Purchased Gas Cost Adjustment (PGAm).
2. Tax Adjustment (TAm).

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P.S.C.MO. No. 1 4th Revised SHEET No. 31

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 31

The Kansas Power & Light Company For All Missouri Service Areas

Unmetered Gaslight Service (Cont.)

UGm

Delayed Payment Charge

2% will be added to all bills not paid within 21 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS

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P.S.C.MO. No. 1 4th Revised SHEET No. 38

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 38

The Kansas Power & Light Company For All Missouri Service Areas

Large Commercial Service

LCm

AVAILABLE

At points on the Company's existing distribution facilities located in the communities specified in the Index.

APPLICABLE

To natural gas service supplied to commercial customers whose natural gas requirements at a single address or location exceed 3,000 MCF in any one month of a twelve-month billing period. Service to such customers shall be subject to a contract between the customer and the Company, in the form of Sheet Nos. 50 through 58, as applicable, unless otherwise authorized by state law.

Customers receiving service under this schedule whose maximum monthly requirement has exceeded 3,000 MCF during the most recent 12 month period ended February, will retain their eligibility for this rate for the following contract year beginning November 1. Any customer failing to meet this requirement shall become ineligible for this rate at the end of the current contract year and will be served under the applicable rate schedule for such reduced requirement until such time as the customer may requalify for service hereunder in accordance with the above paragraph.

For purposes of this schedule, a single address or location is defined as the customer's contiguous premises, including streets, alleys and other rights of way, within an area completely surrounded by property owned by others.

When more than one meter or metering facility is set at a single address or location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
A. W. Woellhof KPL Gas Utility Services

P.S.C.MO. No. 1 5th Revised SHEET No. 39

Cancelling P.S.C.MO. No. 1 3th Revised SHEET No. 39

The Kansas Power & Light Company For All Missouri Service Areas

Large Commercial Service (Cont.)

LCm

NET MONTHLY BILL

Rate

Customer Charge:
\$300.00 per month

Sales Charge:
\$ 0.3400 per MCF for all gas delivered

Maximum Transportation Charge:
\$ 0.3400 per MCF for all gas delivered

Minimum Transportation Charge:
\$ 0.1000 per MCF for all gas delivered

The Company may from time to time at its sole discretion reduce its maximum charge for transportation service by any amount down to the minimum transportation charge for customers who have alternative energy sources (other than natural gas), which on an equivalent BTU basis, can be shown to be less than the sum of the Company's maximum transportation rate and the cost of natural gas available to the customer. Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to reestablish service to a previous customer or to acquire new customers.

The Company will reduce its maximum transportation rate on a case by case basis only after the customer demonstrates to the Company's satisfaction that a feasible alternative energy source exists.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
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P.S.C.MO. No. 1 4th Revised SHEET No. 40

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 40

The Kansas Power & Light Company For All Missouri Service Areas

Large Commercial Service (Cont.)

LCm

If the Company reduces its maximum transportation charge hereunder, it may, unless otherwise provided for by contract, upon 2 days notice to the customer, further adjust that price within the maximum and minimum limits set forth above for such charges.

Minimum

The higher of the above rate for zero consumption plus applicable demand charges and adjustments as herein described, or the minimum as set forth by contract.

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

1. Purchase Gas Cost Adjustment (PGAM).
2. Tax Adjustment (TAM).

Demand Charges

All customers receiving service under this schedule shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers. Gas purchase

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P.S.C.MO. No. 1 4th Revised SHEET No. 41

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 41

The Kansas Power & Light Company For All Missouri Service Areas

Large Commercial Service

LCm

requirements in excess of the Contract Demand level will be supplied strictly on an as-available basis. Contract Demand service and as-available service shall be subject to the applicable charges stated in the Company's Purchased Gas Cost Adjustment Schedule. Such demand charges shall be billed to the customer each month as:

1. The product of the specified Contract Demand level and the Contract Demand charge, plus
2. The natural gas volumes delivered for sale to the customer each month in excess of the product of the Contract Demand level and the number of days in the billing period, multiplied by the daily demand charge.

During periods of curtailment or other specified periods, the Company may, upon approval by the Commission, assess the daily demand charge based on deliveries made to the customer each day during the billing period.

Demand Charge Credit

If the Company fails or is unable to deliver during any one or more days the quantity of natural gas which the Customer desires to purchase, up to the Contract Demand level, then the Demand Charges as determined herein shall be reduced by an amount equal to the daily demand charge multiplied by the difference between the volume of natural gas actually delivered on the days involved and the volume of natural gas, up to the Contract Demand level, which the Customer in good faith demanded to receive on such days.

Delayed Payment Charge

2% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

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P.S.C.MO. No. 1 4th Revised SHEET No. 42

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 42

The Kansas Power & Light Company For All Missouri Service Areas

Large Commercial Service

LCm

OTHER TERMS AND CONDITIONS

1. Customers receiving sales service hereunder may elect to amend their Contract Demand level effective on each November 1 beginning in 1989 on at least 180 days prior written notice to the Company by executing and transmitting the Company's standard form for such purpose to the Company. The customer's Contract Demand level may be decreased by any amount on each November 1. Such reduction shall relieve the Company of the obligation to serve the customer's needs in excess of the Contract Demand level. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or if the net change results in an increased requirement and the Company is able to secure a sufficient supply of gas to meet such increased requirements. If the Company is unable to secure a sufficient gas supply for this purpose, the added supply, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers. The balance of the customer's daily requirements in excess of the sum of the Contract Demand level and the transportation volumes owned by the customer and delivered to the Company on the customer's behalf will be met by the Company from other sources strictly on an as-available basis.
2. Whenever the customer expects its daily requirements will be greater by 10 percent or more than the sum of its Contract Demand level (as may be reduced by curtailment orders of the Company) and the amount of

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P.S.C.MO. No. 1 4th Revised SHEET No. 43

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 43

The Kansas Power & Light Company For All Missouri Service Areas

Large Commercial Service

LCm

transportation gas scheduled to be delivered daily to the Company for the customer's account, the customer shall notify the Company not less than 24 hours in advance of that fact and provide an estimate of its daily requirements to the Company. During curtailment as specified in the Company's General Terms and Conditions, use of gas in excess of the sum of transportation volumes and the customer's Contract Demand level without prior approval of the Company shall subject the customer to interruption of service and/or overrun penalties.

3. Deliveries of as-available gas will be curtailed before any other category of service on the Company's system and may be curtailed by the Company when it determines that it has insufficient volumes of such gas to provide for the requirements of all its customers for whom such supplies were acquired or if the Company, in its sole discretion, determines the continued purchase and delivery of such gas to be uneconomic. In such event, the Company may require the customer to curtail its use of as available natural gas. The Company shall use its best efforts to provide advance notice of such curtailment to the customer. In the event the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for any demand charge, standby charge, reservation charge, overrun penalty or any other charge or penalty attributable to such failure to curtail gas usage in the amounts specified in the Company's General Terms and Conditions and as may be billed to the Company by its gas supplier(s) and/or transporter(s).
4. The Company shall be bound only to sell natural gas to satisfy the customer's Contract Demand level to the extent a supply of natural gas is available in quantities sufficient to provide such gas without

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P.S.C.MO. No. 1

Original SHEET No. 43.1

Cancelling P.S.C.MO. No. _____

SHEET No. _____

The Kansas Power & Light Company For All Missouri Service Areas

Large Commercial Service

LCm

jeopardizing service to higher priority customers according to the Company's curtailment schedule contained in its General Terms and Conditions and shall not be liable for loss or damage to the customer in the event of curtailment of gas supply. In such event Company may require the customer to curtail its usage below its Contract Demand. In the event that the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for any demand charge, standby charge, reservation charge, overrun penalty or any other charge or penalty attributable to such failure to curtail gas usage in the amounts specified in the Company's General Terms and Conditions and as may be billed to the Company by its gas supplier(s) and/or transporter(s). The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply.

5. Service hereunder is further subject to the following terms and conditions as approved by the State Public Service Commission:

1. General Terms and Conditions (GTC)
2. Transportation Provisions (TRPR)

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month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 5th Revised SHEET No. 44

Cancelling P.S.C.MO. No. 1 4th Revised SHEET No. 44

The Kansas Power & Light Company For All Missouri Service Areas

Large Industrial Service

LIm

AVAILABLE

At points on the Company's existing distribution facilities located in the communities specified in the Index.

APPLICABLE

To natural gas service supplied to industrial customers whose natural gas requirements at a single address or location exceed 3,000 MCF in any one month of a twelve-month billing period. Service to such customers shall be subject to a contract between the customer and the Company, in the form of Sheet Nos. 50 through 58, as applicable, unless otherwise authorized by state law.

Customers receiving service under this schedule whose maximum monthly requirement has exceeded 3,000 MCF during the most recent 12 month period ended February, will retain their eligibility for this rate for the following contract year beginning November 1. Any customer failing to meet this requirement shall become ineligible for this rate at the end of the current contract year and will be served under the applicable rate schedule for such reduced requirement until such time as the customer may requalify for service hereunder in accordance with the above paragraph.

For purposes of this schedule, a single address or location is defined as the customer's contiguous premises, including streets, alleys and other rights of way, within an area completely surrounded by property owned by others.

When more than one meter or metering facility is set at a single address or location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

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month day year month day year
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P.S.C.MO. No. 1 4th Revised SHEET No. 45

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 45

The Kansas Power & Light Company For All Missouri Service Areas

Large Industrial Service (Cont.)

LIm

NET MONTHLY BILL

Rate

Customer Charge:

\$300.00 per month

Sales Charge:

\$ 0.3400 per MCF for all gas delivered

Maximum Transportation Charge:

\$ 0.3400 per MCF for all gas delivered

Minimum Transportation Charge:

\$ 0.1000 per MCF per for all gas delivered.

The Company may from time to time at its sole discretion reduce its maximum charge for transportation service by any amount down to the minimum transportation charge for customers who have alternative energy sources (other than natural gas), which on an equivalent BTU basis, can be shown to be less than the sum of the Company's maximum transportation rate and the cost of natural gas available to the customer. Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to reestablish service to a previous customer or to acquire new customers.

The Company will reduce its maximum transportation rate on a case by case basis only after the customer demonstrates to the Company's satisfaction that a feasible alternative energy source exists.

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P.S.C.MO. No. 1 5th Revised SHEET No. 46

Cancelling P.S.C.MO. No. 1 4th Revised SHEET No. 46

The Kansas Power & Light Company For All Missouri Service Areas

Large Industrial Service (Cont.)

LIm

If the Company reduces its maximum transportation charge hereunder, it may, unless otherwise provided for by contract, upon 2 days notice to the customer, further adjust that price within the maximum and minimum limits set forth above for such charges.

Minimum

The higher of the above rate for zero consumption plus applicable demand charges and adjustments as herein described, or the minimum as set forth by contract.

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

1. Purchase Gas Cost Adjustment (PGAm).
2. Tax Adjustment (TAm).

Demand Charges

All customers receiving service under this schedule shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers. Gas purchase

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P.S.C.MO. No. 1 4th Revised SHEET No. 47

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 47

The Kansas Power & Light Company For All Missouri Service Areas

Large Industrial Service
LIm

requirements in excess of the Contract Demand level will be supplied strictly on an as-available basis. Contract Demand service and as-available service shall be subject to the applicable charges stated in the Company's Purchased Gas Cost Adjustment Schedule. Such demand charges shall be billed to the customer each month as:

1. The product of the specified Contract Demand level and the Contract Demand charge, plus
2. The natural gas volumes delivered for sale to the customer each month in excess of the product of the Contract Demand level and the number of days in the billing period, multiplied by the daily demand charge.

During periods of curtailment or other specified periods, the Company may, upon approval by the Commission, assess the daily demand charge based on deliveries made to the customer each day during the billing period.

Demand Charge Credit

If the Company fails or is unable to deliver during any one or more days the quantity of natural gas which the Customer desires to purchase, up to the Contract Demand level, then the Demand Charges as determined herein shall be reduced by an amount equal to the daily demand charge multiplied by the difference between the volume of natural gas actually delivered on the days involved and the volume of natural gas, up to the Contract Demand level, which the Customer in good faith demanded to receive on such days.

Delayed Payment Charge

2% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

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P.S.C.MO. No. 1 4th Revised SHEET No. 48

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 48

The Kansas Power & Light Company For All Missouri Service Areas

Large Industrial Service

LIm

OTHER TERMS AND CONDITIONS

1. Customers receiving sales service hereunder may elect to amend their Contract Demand level effective on each November 1 beginning in 1989 on at least 180 days prior written notice to the Company by executing and transmitting the Company's standard form for such purpose to the Company. The customer's Contract Demand level may be decreased by any amount on each November 1. Such reduction shall relieve the Company of the obligation to serve the customer's needs in excess of the Contract Demand level. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or if the net change results in an increased requirement and the Company is able to secure a sufficient supply of gas to meet such increased requirements. If the Company is unable to secure a sufficient gas supply for this purpose, the added supply, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers. The balance of the customer's daily requirements in excess of the sum of the Contract Demand level and the transportation volumes owned by the customer and delivered to the Company on the customer's behalf will be met by the Company from other sources strictly on an as-available basis.
2. Whenever the customer expects its daily requirements will be greater by 10 percent or more than the sum of its Contract Demand level (as may be reduced by curtailment orders of the Company) and the amount of

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P.S.C.MO. No. 1 4th Revised SHEET No. 49

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 49

The Kansas Power & Light Company For All Missouri Service Areas

Large Industrial Service

LIm

transportation gas scheduled to be delivered daily to the Company for the customer's account, the customer shall notify the Company not less than 24 hours in advance of that fact and provide an estimate of its daily requirements to the Company. During curtailment as specified in the Company's General Terms and Conditions, use of gas in excess of the sum of transportation volumes and the customer's Contract Demand level without prior approval of the Company shall subject the customer to interruption of service and/or overrun penalties.

3. Deliveries of as-available gas will be curtailed before any other category of service on the Company's system and may be curtailed by the Company when it determines that it has insufficient volumes of such gas to provide for the requirements of all its customers for whom such supplies were acquired or if the Company, in its sole discretion, determines the continued purchase and delivery of such gas to be uneconomic. In such event, the Company may require the customer to curtail its use of as available natural gas. The Company shall use its best efforts to provide advance notice of such curtailment to the customer. In the event the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for any demand charge, standby charge, reservation charge, overrun penalty or any other charge or penalty attributable to such failure to curtail gas usage in the amounts specified in the Company's General Terms and Conditions and as may be billed to the Company by its gas supplier(s) and/or transporter(s).
4. The Company shall be bound only to sell natural gas to satisfy the customer's Contract Demand level to the extent a supply of natural gas is available in quantities sufficient to provide such gas without

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P.S.C.MO. No. 1

Original SHEET No. 49.1

Cancelling P.S.C.MO. No. _____

SHEET No. _____

The Kansas Power & Light Company For All Missouri Service Areas

Large Industrial Service

Lim

jeopardizing service to higher priority customers according to the Company's curtailment schedule contained in its General Terms and Conditions and shall not be liable for loss or damage to the customer in the event of curtailment of gas supply. In such event Company may require the customer to curtail its usage below its Contract Demand. In the event that the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for any demand charge, standby charge, reservation charge, overrun penalty or any other charge or penalty attributable to such failure to curtail gas usage in the amounts specified in the Company's General Terms and Conditions and as may be billed to the Company by its gas supplier(s) and/or transporter(s). The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply.

5. Service hereunder is further subject to the following terms and conditions as approved by the State Public Service Commission:

1. General Terms and Conditions (GTC)
2. Transportation Provisions (TRPR)

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P.S.C.MO. No. 1 4th Revised SHEET No. 59

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 59

The Kansas Power & Light Company For All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

Applicable

The provisions of this schedule apply to the transportation service provided to customers qualified to receive such service in accordance with the Company's applicable rate schedules.

Delivery Points

The customer will provide for the delivery of volumes of natural gas to be transported to a mutually agreeable location on the Company's system which serves the customer's premises, and the Company will deliver such thermally equivalent volumes of gas, less any retainages, to the outlet side of the Company's meters at customer's premises. The gas retained by the Company shall be two percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas. In cases where the customer is served from a pipeline "Main Line Tap" or the Company's transmission system, the outlet of the Company's meter and the delivery point to the customer may be one and the same. Gas transported hereunder will be delivered to the Company in the state in which it will ultimately be consumed.

Nominations

Prior to the commencement of deliveries of gas hereunder, the customer shall notify the Company's Coordinator of Gas Transportation Service of its daily nomination of volumes to be transported. Thereafter, at least five working days prior to the beginning of each month, the customer shall

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P.S.C.MO. No. 1 4th Revised SHEET No. 60

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 60

The Kansas Power & Light Company For All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

notify the Company in writing of its daily nomination of volumes to be transported in the subsequent month. In the event the customer's daily requirement for transportation volumes changes, the customer shall notify the Company's Coordinator of Gas Transportation Service of its new nomination level 24 hours prior to making any such change.

Quantity

1. Before arranging delivery of any natural gas to the Company for transport, the customer shall furnish such written assurance as the Company may reasonably require to demonstrate that the supplies to be purchased and the third party transportation to be provided will conform to the delivery specifications of this schedule and the customer's commitments to such parties are not inconsistent with the provisions of this schedule.
2. The customer shall coordinate with its suppliers to maintain, as nearly as practicable, daily rates of delivery to the Company, and shall take redelivery from the Company as nearly as practicable at the same uniform rates. Variations in such deliveries or redeliveries which cause the Company operating problems of any kind shall give the Company the right to discontinue receipts of such gas until such variations are corrected.
3. Should both transported volumes and sales volumes be delivered in a given month, transported volumes shall be considered the first volumes delivered and all other volumes shall be sold to the customer under the applicable rate schedule.

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P.S.C.MO. No. 1 4th Revised SHEET No. 61

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 61

The Kansas Power & Light Company For All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

4. When in a given month the heat content, expressed in millions of British Thermal Units (MMBTU), of the transportation gas delivered to the Company for a customer's account plus any amount carried over from the previous month, equals or exceeds the MMBTU taken by the customer, all deliveries shall be considered transported deliveries, and the excess MMBTU's, if any, shall be carried forward to the customer's account for the subsequent month. The customer will make every effort to assure that the gas tendered for transportation, less any retainages, equals the transportation gas taken. The Company is not required to transport any excess MMBTU's to the customer in the subsequent month should the Company's supply or capacity be inadequate; however, such excess MMBTU's will be delivered to the customer at a later date. The Company may in its discretion refuse to accept additional deliveries of gas until the customer has received all excess transportation gas delivered in prior periods.

Quality and Pressure of Gas Delivered for Transportation

1. The gas delivered by a producer, supplier or pipeline to the Company for transportation to the customer shall conform to the standards prescribed in the Company's applicable rate schedules and General Terms and Conditions and shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of

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P.S.C.MO. No. 1 4th Revised SHEET No. 62

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 62

The Kansas Power & Light Company For All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

pipelines, meters, regulators or other facilities through which it flows or is used. Additionally, it shall conform to the following specifications:

- a. The gas shall not contain more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet nor more than twenty (20) grains of total sulphur per hundred (100) cubic feet;
 - b. The temperature of the gas shall not exceed 70 degrees Fahrenheit;
 - c. The gas shall not contain more than seven (7) pounds of water vapor per 1,000 MCF;
 - d. The gas shall not contain more than two percent (2%) by volume carbon dioxide nor more than one percent (1%) by volume oxygen;
 - e. The delivery pressure shall be sufficient to permit entry of the gas into the distribution system of the Company; and
 - f. The BTU content of the customer's gas as may be received by the Company from an existing supply source connected to the Company shall be no less than that normally provided or currently flowing from such source nor shall it be less than as provided for in an existing Company system supply contract from such source.
2. The Company shall have the right to refuse to accept for transportation any gas not meeting its requirements for gas quality herein described.

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P.S.C.MO. No. 1 4th Revised SHEET No. 63

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 63

The Kansas Power & Light Company For All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

3. If the customer contracts for the purchase of gas from a producer or pipeline who is not currently delivering gas to the Company and such gas is to be delivered directly into Company facilities, the customer will bear all expense connected with the determination of the quality of gas being delivered. However, the Company's obligation to transport such gas is also contingent upon the execution of an agreement between the Company and such producer or pipeline which the Company shall not unreasonably withhold setting forth the terms of interconnection, quality standards, and the respective rights of the Company and such producer or pipeline in connection with deliveries of such gas.
4. Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove the customer's obligation to deliver gas meeting the specifications set forth in this schedule.
5. The heat content of the gas delivered to the customer by the Company shall be the heat content available in its system at the particular point of delivery at the time of delivery. It is recognized that the heat content at the various delivery points will vary from point to point and from time to time and nothing herein contained shall be construed as obligating the Company to alter the usual operation of its facilities to achieve deliveries of a prescribed heating value at any point or points.

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P.S.C.MO. No. 1 4th Revised SHEET No. 64

Cancelling P.S.C.MO. No. 1 3rd Revised SHEET No. 64

The Kansas Power & Light Company For All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

6. Delivery pressures to customers shall be mutually agreed upon from time to time having in mind system capacity, customer requirements, and other pertinent factors. The maintenance of delivery pressure shall be subject to the demands of sales customers of the Company being served at any particular time and the delivery pressures to the customer may be reduced or transportation deliveries interrupted at any time the demands of sales customers of the Company may so require.

Thermal Balancing

All volumes of natural gas transported hereunder shall be thermally balanced with respect to the gas tendered for transportation to the Company and the gas delivered to the customer.

1. Each billing period, the Company will estimate the heat content, in MMBTU, of the gas tendered for transportation as follows:
 - a. For transportation gas received into one of the Company's distribution systems, the heat content of the gas tendered shall be the average heat content stated in BTU per cubic foot of all gas received from such source into the distribution system serving the customer for the billing period multiplied by the volumes of gas received. In determining the BTU content of all such gas, the Company may, at its option, rely on its own measurement records or on the BTU measurements as reported by the third party gas supply source. If there is no BTU measurement available, or if the method of determining the heat content is unacceptable to the customer, then the customer will be required to compensate the Company for all costs incurred in determining the heat content of the gas tendered for transportation.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 5th Revised SHEET No. 65

Cancelling P.S.C.MO. No. 1 4th Revised SHEET No. 65

The Kansas Power & Light Company For All Missouri Service Areas

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- b. If additional BTU measurement is required to determine the heat content of gas tendered for transportation hereunder, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For measurement devices requiring periodic or continuous sampling of the gas, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the BTU content of the gas.
2. The heat content of the natural gas delivered to the customer hereunder shall be estimated for each billing period as follows:
- a. For a distribution system which the Company currently measures or is able to otherwise determine the average heat content of natural gas stated in BTU per cubic foot, such average heat content shall be assigned to the transportation gas delivered to the customer for the period. The product of the average heat content and the volumes of gas delivered shall constitute the MMBTU's of the gas delivered to the customer. If this method of determining the heat content is unacceptable to the customer, then the customer will be required to compensate the Company for all costs incurred in determining the heat content of the gas delivered to the customer.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 3rd Revised SHEET No. 66

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 66

The Kansas Power & Light Company For All Missouri Service Areas

TRANSPORTATION PROVISIONS
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- b. If additional BTU measurement is required by the Company or the customer, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For customers requesting the installation of BTU measurement equipment hereunder, thermal balancing shall be performed on the basis of such measurement for a minimum period of twelve consecutive months following such installation. In all cases where BTU measurement devices requiring periodic or continuous sampling of the gas are to be installed, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the heat content of the gas.
3. Following each billing period, the Company shall compare the MMBTU's of the natural gas tendered to it for transportation to the customer, less any retainages, to the MMBTU's delivered to the customer. Any difference shall be debited or credited to the customer's account for the subsequent billing period.

Priority of Service

The Company's obligation to transport a customer's gas shall be as follows:

1. If the Company's system capacity is inadequate to meet all of its other demands for sales and transportation service, the services supplied under this schedule will be curtailed in accordance with the Priority of Service rules in the Company's General Terms and Conditions.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 3rd Revised SHEET No. 67

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 67

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2. If a supply deficiency occurs in the volumes being delivered to the Company on behalf of the customer, and sales gas of the same priority is available, the customer may continue to be served sales volumes in lieu of transportation volumes.
3. If a supply deficiency occurs in the volume of gas available to the Company for resale, and the customer's supply delivered to the Company for transportation continues to be available, then the customer may continue to receive full transportation service even though sales gas of the same or higher priority is being curtailed.

The determination of system capacity limitations shall be in the sole discretion of the Company reasonably exercised. If capacity limitations restrict the volume of gas which the customer desires to be transported, the customer may request the Company to make reasonable enlargements in its existing facilities, which requests the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the customer. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by the customer. Nothing herein contained shall be construed as obligating the Company to construct any extensions of its facilities.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 3rd Revised SHEET No. 68

Cancelling P.S.C.MO. No. 1 2nd Revised SHEET No. 68

The Kansas Power & Light Company For All Missouri Service Areas

TRANSPORTATION PROVISIONS

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Responsibility for Transported Gas

1. By accepting natural gas transported hereunder, the customer warrants the gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances and shall indemnify and save the Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas.
2. The Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to delivery into the facilities of the Company or after redelivery to the customer.
3. By accepting natural gas transported hereunder, it is understood and agreed by the customer that ownership of transported volumes will at all times remain vested in the customer.

Third Party Metering

1. When the gas delivered to the Company for transportation to the customer is delivered through meters which are not owned and operated by the Company or the customer, customer's agent(s) or supplier(s) shall, at the earliest practicable time, but not later than the last day of each month, furnish the Company a statement showing the amount of gas in MCF per day delivered for the customer's account to the Company during the billing period.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 2nd Revised SHEET No. 69

Cancelling P.S.C.MO. No. 1 Original SHEET No. 68a

The Kansas Power & Light Company For All Missouri Service Areas

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2. The customer, upon request, shall furnish to the Company all charts, or satisfactory copies thereof, upon which the statements provided for above were based. Any original charts furnished shall be returned within thirty days.
3. By accepting natural gas transported hereunder, the customer agrees to maintain records of the volumes of transportation gas delivered to the Company on its account and to permit the Company to inspect such records upon request during the customer's regular business hours.

Termination of Service

Deliveries and redeliveries of gas hereunder shall be brought into balance within 60 days of the termination of service under this schedule. Should the customer fail to take redelivery of gas delivered to the Company for its account within such 60-day period, the Company shall not be obligated to redeliver such gas unless the customer agrees to pay the Company the costs of acquiring such gas that are in excess of the Company's gas costs during such 60-day period. In the event deliveries by the Company to the customer are curtailed or interrupted at any time within such 60 days, the time during which the customer may eliminate such imbalance will be extended by a period equal to the period of such curtailment or interruption.

System Supply Emergency

In the event of a system supply emergency in which the supply of natural gas available to the Company in any area is less than the amount required to meet the demands of its sales customers in that area which are classified by the Company's Priority of Service Rules into priority category

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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P.S.C.MO. No. 1 2nd Revised SHEET No. 69

Cancelling P.S.C.MO. No. 1 Original SHEET No. 68a

The Kansas Power & Light Company For All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

2. The customer, upon request, shall furnish to the Company all charts, or satisfactory copies thereof, upon which the statements provided for above were based. Any original charts furnished shall be returned within thirty days.
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 2nd Revised SHEET No. 70

Cancelling P.S.C.MO. No. 1 Original SHEET No. 68b

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one and that part of category two as to which the unavailability of natural gas will imperil human life or health, the Company may defer delivery of the customer's gas received (deferred gas) for a period not to exceed ten days or as soon thereafter as the Company is able to obtain replacement gas for delivery to the customer. The Company shall reimburse the customer for the amount per MMBTU by which the applicable price of number 6 fuel oil published by the Federal Energy Regulatory Commission pursuant to 18 CFR Sec. 282.404, or the published price for such other alternative fuel ordinarily used by the customer to replace natural gas, as set forth by contract, for the deferment period exceeds the delivered cost to the customer of the deferred gas (inclusive of all transportation and other charges), provided that such deferred gas would not otherwise have been curtailed pursuant to the curtailment rules of the Company, applicable to the customer during the system supply emergency. Such reimbursement shall be accounted for by the Company as a purchased gas expense. The Company shall use its best efforts to notify the customer 24 hours in advance of any such deferral, but shall not be liable for failure to give such advance notice when circumstances do not permit. The Company shall not impose any storage charge upon the customer for deferral of gas pursuant to this paragraph.

Other Provisions

1. Transportation under the provisions of this schedule shall be available only where the gas supply contracts, tariffs and schedules under which the Company obtains its gas supplies permit. Any conditions or limitations on transportation by the Company imposed by such contracts, tariffs and schedules shall be applicable to service hereunder.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. 71

Cancelling P.S.C.MO. No. 1 Original SHEET No. 68c

The Kansas Power & Light Company For All Missouri Service Areas

TRANSPORTATION PROVISIONS

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2. In the event that this transportation service causes the incurrence of demand charges, standby charges, reservation charges, penalties or like charges from the Company's gas suppliers or transporters, which charges are in addition to charges for gas actually received by the Company, such charges shall be billed to the customer in addition to amounts for service rendered hereunder. Any disputes regarding customer responsibility for such charges shall be referred to the agency having jurisdiction herein for resolution.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. 72

Cancelling P.S.C.MO. No. 1 1st Revised SHEET No. 69

The Kansas Power & Light Company For All Missouri Service Areas

ECONOMIC DEVELOPMENT RIDER
EDG

PURPOSE

The purpose of this Economic Development Rider is to encourage industrial development in Missouri.

AVAILABILITY

Service under this rider is available to customers qualified to receive service under the Company's contract rate schedule for large industrial customers and as further set forth herein.

APPLICABLE

Upon election of the customer and acceptance by the Company, the provisions of this rider are applicable to new large industrial customers and to the added consumption of existing customers who have been served under the large industrial rate schedule for the twelve months prior to customer's election of this rider (the base period).

All sales or transportation volumes delivered to new customers shall be considered qualified volumes with respect to the incentive provisions of this rider. For existing customers, qualified volumes shall be the sales or transportation volumes delivered during each contract year in excess of the base period volumes, provided customer's annual natural gas requirement in each contract year exceeds the base period requirement by at least 30,000 MCF.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. 73

Cancelling P.S.C.MO. No. 1 1st Revised SHEET No. 70

The Kansas Power & Light Company For All Missouri Service Areas

Economic Development Rider
EDG

All requests for service under this rider will be considered by the Company; however, in no event shall any provision of this rider apply to a customer's consumption for a period prior to the date the Company accepts the customer's application hereunder. If a qualifying customer's use of natural gas subsequently becomes insufficient to meet the requirements of this rider or the Company's contract rate schedule for large industrial customers, the incentive provisions contained herein shall cease and the customer will be served under the applicable rate schedule for such reduced requirements.

INCENTIVE PROVISIONS

The contract for service hereunder shall begin on the date the Company accepts the customer's application and shall continue for a period of five years. Customers receiving service under this rider shall be billed at the standard rates and charges for large industrial customers as adjusted by the following incentive provisions:

1. Rate Discount: With respect to the qualified volumes, the commodity margin of the sales and transportation rate will be discounted by 50% during the first contract year, 40% during the second contract year, 30% during the third contract year, 20% during the fourth contract year, and 10% during the fifth contract year. After the fifth contract year, this incentive provision shall cease.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. 74

Cancelling P.S.C.MO. No. 1 Original SHEET No. 71

The Kansas Power & Light Company For All Missouri Service Areas

Economic Development Rider

EDG

2. Minimum Bill: The provision of the large industrial rate schedule which establishes the minimum bill as the monthly customer charge will be waived during the first five contract years. Other minimum charges, if any, shall continue to be applicable. After the fifth contract year, this incentive provision shall cease.

3. Local Service Facilities: The Company will not require a contribution in aid of construction for standard facilities installed to serve the customer if the Company's analysis of expected revenues from the new or expanded load on an ongoing basis calculated at the standard rates and charges for large industrial customers is determined to be sufficient to justify the investment in the facilities.

The total dollar amount of the incentives provided under this rider shall not exceed one percent (1%) of the Company's jurisdictional gross revenues during each calendar year, provided; however, the Company shall have the right at any time and for good cause shown to seek a modification of this limitation upon application to the Commission.

TERM

Upon application by the Company and approval of the Commission, this rider may be frozen with respect to new or expanded loads. Any customer receiving service under the rider on the date it is frozen may continue to receive the benefits of the incentive provisions herein through the first five years of such customer's contract provided the customer continues to meet the requirements of this rider.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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 ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. 76

Cancelling P.S.C.MO. No. 1 Original SHEET No. 73

The Kansas Power & Light Company For Special

Whiteman Air Force Base

APPLICABLE

This rate schedule is applicable to all natural gas sales and transportation requirements of Whiteman Air Force Base (customer) except customer's natural gas requirements for armed forces housing. Requirements for armed forces housing will continue to be provided under Company's tariff for such service or such replacement tariff as may be authorized by the Commission.

NET MONTHLY BILL

Rate

Customer Charge

\$300.00 per month

Sales Charge

\$ 0.3400 per MCF for all gas sold.

Transportation Charge

\$ 0.3400 per MCF for all gas transported necessary to satisfy customer's annual sales and transportation requirement of up to 200,000 MCF, plus

\$ 0.2588 per MCF for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 200,000 MCF but less than 300,000 MCF, plus

\$ 0.1000 per MCF for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 300,000 MCF but less than 500,000 MCF, plus

\$ 0.2588 per MCF for all additional gas transported.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. 77

Cancelling P.S.C.MO. No. 1 Original SHEET No. 74

The Kansas Power & Light Company For Special

Whiteman Air Force Base

Minimum

The higher of the above rate for zero consumption plus applicable demand charges and adjustments as herein described.

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

1. Purchase Gas Cost Adjustment (PGAm).
2. Tax Adjustment (TAm).

Demand Charges

Customer shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers. Gas purchase requirements in excess of the Contract Demand level will be supplied strictly on an as-available basis. Contract Demand service and as-available service shall be subject to the applicable charges stated in the Company's Purchased Gas Cost Adjustment Schedule. Such demand charges shall be billed to the customer each month as:

1. The product of the specified Contract Demand level and the Contract Demand charge, plus

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P.S.C.MO. No. 1 1st Revised SHEET No. 78

Cancelling P.S.C.MO. No. 1 Original SHEET No. 75

The Kansas Power & Light Company For Special

Whiteman Air Force Base

2. The natural gas volumes delivered for sale to the customer each month in excess of the product of the Contract Demand level and the number of days in the billing period, multiplied by the daily demand charge.

During periods of curtailment or other specified periods, the Company may, upon approval by the Commission, assess the daily demand charge based on deliveries made to the customer each day during the billing period.

Demand Charge Credit

If the Company fails or is unable to deliver during any one or more days the quantity of natural gas which the customer desires to purchase, up to the Contract Demand level, then the Demand Charges as determined herein shall be reduced by an amount equal to the daily demand charge multiplied by the difference between the volume of natural gas actually delivered on the days involved and the volume of natural gas, up to the Contract Demand level, which the customer in good faith demanded to receive on such days.

Penalty

2% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. 79

Cancelling P.S.C.MO. No. 1 Original SHEET No. 76

The Kansas Power & Light Company For Special

Whiteman Air Force Base

ANNUAL MINIMUM

In addition to the monthly minimum shown above, customer is required to purchase from or transport through Company at least 250,000 MCF per year. Any deficiency shall be billed immediately following the end of each annual period that service is provided hereunder. For purposes of this billing, the deficiency shall be calculated according to the applicable transportation charge.

TERM

Upon approval by the Commission, service hereunder shall be provided for an initial period of three years. Service shall continue year to year thereafter until terminated by either party giving 180 day's written notice.

RATE CHANGES

Nothing contained herein shall be construed as affecting in any way the right of Company to unilaterally make application for a change in its rates or General Terms and Conditions to the regulatory authority having jurisdiction; provided the customer shall have the right to protest any such changes. Notwithstanding this provision, the Company has agreed with the customer not to seek such changes in its charges for transportation service provided to meet customer's natural gas requirements in excess of 200,000 MCF per year during the initial term of this schedule.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. 80

Cancelling P.S.C.MO. No. 1 Original SHEET No. 77

The Kansas Power & Light Company For Special

Whiteman Air Force Base

OTHER TERMS AND CONDITIONS

1. Customer may elect to amend its Contract Demand level effective on each November 1 beginning in 1989 on at least 180 days prior written notice to the Company by executing and transmitting the Company's standard form for such purpose to the Company. The customer's Contract Demand level may be decreased by any amount on each November 1. Such reduction shall relieve the Company of the obligation to serve the customer's needs in excess of the Contract Demand level. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or if the net change results in an increased requirement and the Company is able to secure a sufficient supply of gas to meet such increased requirements. If the Company is unable to secure a sufficient gas supply for this purpose, the added supply, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers. The balance of the customer's daily requirements in excess of the sum of the Contract Demand level and the transportation volumes owned by the customer and delivered to the Company on the customer's behalf will be met by the Company from other sources strictly on an as-available basis.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. 81

Cancelling P.S.C.MO. No. 1 Original SHEET No. 78

The Kansas Power & Light Company For Special

Whiteman Air Force Base

2. Whenever the customer expects its daily requirements will be greater by 10 percent or more than the sum of its Contract Demand level (as may be reduced by curtailment orders of the Company) and the amount of transportation gas scheduled to be delivered daily to the Company for the customer's account, the customer shall notify the Company not less than 24 hours in advance of that fact and provide an estimate of its daily requirements to the Company. During curtailment as specified in the Company's General Terms and Conditions, use of gas in excess of the sum of transportation volumes and the customer's Contract Demand level without prior approval of the Company shall subject the customer to interruption of service and/or overrun penalties.
3. Deliveries of as-available gas will be curtailed before any other category of service on the Company's system and may be curtailed by the Company when it determines that it has insufficient volumes of such gas to provide for the requirements of all its customers for whom such supplies were acquired or if the Company, in its sole discretion, determines the continued purchase and delivery of such gas to be uneconomic. In such event, the Company may require the customer to curtail its use of as available natural gas. The Company shall use its best efforts to provide advance notice of such curtailment to the customer. In the event the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for any demand charge, standby charge, reservation charge, overrun penalty or any other charge or penalty attributable to such failure to curtail gas usage in the amounts specified in the Company's General Terms and Conditions and as may be billed to the Company by its gas supplier(s) and /or transporter(s).

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 Original SHEET No. 82

Cancelling P.S.C.MO. No. 1 Original SHEET No. 79,80,81

The Kansas Power & Light Company For Special

Whiteman Air Force Base

4. The Company shall be bound only to sell natural gas to satisfy the customer's Contract Demand level to the extent a supply of natural gas is available in quantities sufficient to provide such gas without jeopardizing service to higher priority customers according to the Company's curtailment schedule contained in its General Terms and Conditions and shall not be liable for loss or damage to the customer in the event of curtailment of gas supply. In such event Company may require the customer to curtail its usage below its Contract Demand. In the event that the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for any demand charge, standby charge, reservation charge, overrun penalty or any other charge or penalty attributable to such failure to curtail gas usage in the amounts specified in the Company's General Terms and Conditions and as may be billed to the Company by its gas supplier(s) and /or transporter(s). The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply.
5. Service hereunder is further subject to the following terms and conditions as approved by the State Public Service Commission:
 1. General Terms and Conditions (GTC)
 2. Transportation Provisions (TRPR)

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-1

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-1

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

1. DEFINITIONS

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R-6	1.02	Billing Period
R-6	1.03	Company
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R-6	1.06	Commission
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R-7	1.08	Delinquent Account/Delinquent Date
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R-8	1.14	House Piping or Fuel Line
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R-9	1.20	Point Of Delivery
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2. SERVICE AGREEMENTS

R-11	2.01	Application For Service
R-11	2.02	Provisions

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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 ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 2nd Revised SHEET No. R-5

Cancelling P.S.C.MO. No. 1 1st Revised SHEET No. R-5

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-6

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-6

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

1. DEFINITIONS

The following terms, when used in these General Terms and Conditions for Gas Service, in Company's rate schedules and in customers' service agreements, shall, unless otherwise indicated therein, have the meanings given below:

- 1.01 ANCILLARY LINE: Exterior piping installed by customer and connected to the yard line to supply fuel to any exterior appliance or apparatus.
- 1.02 BILLING PERIOD: A period of not less than 26 nor more than 35 days, except for initial, corrected or final bills.
- 1.03 COMPANY: THE KANSAS POWER AND LIGHT COMPANY (KPL or KPL Gas Service), any successor or assignee thereof acting through its duly authorized officers, agents or employees within the scope of their respective duties and authorities.
- 1.04 CUSTOMER: Any person applying for, receiving, purchasing, using, or agreeing to take a class of gas service supplied by Company under one rate schedule at a single point of delivery and for use within the premises designated in the application for service.
- 1.05 CUSTOMER-OWNED DISTRIBUTION NETWORK: A system of customer-owned lines located downstream from a Company-owned master meter. Such networks include, but are not limited to, institutional, educational and health care campuses, military complexes, industrial facilities, commercial complexes, irrigation systems and oil and natural gas leases.
- 1.06 COMMISSION: The Public Service Commission Of The State Of Missouri and any successor of such commission having jurisdiction of the subject matter herein.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
A. W. Woellhof KPL Gas Utility Services

P.S.C.MO. No. 1 1st Revised SHEET No. R-7

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-7

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- 1.07 CYCLE BILLING: A system employed by Company which results in the rendition of bills for gas service to various customers on different days of any billing period.
- 1.08 DELINQUENT ACCOUNT/DELINQUENT DATE: A bill remaining unpaid by a Residential or General Service customer at least 21 calendar days from the rendition of the bill by Company, and for all other classes, a bill remaining unpaid beyond the period stated in the tariffs approved by the Commission.
- 1.09 DISCONTINUANCE OF SERVICE: An intentional cessation of service by Company not requested by customer.
- 1.10 ESTIMATED BILL: A bill for gas service which is not based on an actual reading by an authorized Company representative of the meter or other registering device for the period billed.
- 1.11 GAS CHARGES: The rates for gas service and other charges authorized by the Commission as an integral part of gas service including applicable taxes.
- 1.12 GAS SERVICE: The availability of gas supplied by Company at delivery characteristics, irrespective of whether or not customer makes use of such gas service.
- 1.13 GOOD FAITH ATTEMPT TO PAY: An attempt to effect payment of a bill by a residential customer who:

(A) Contacts Company when a bill for service is not paid in full during the period November 15 through March 31, states an inability to pay in full, provides Company with sufficient information regarding customer's income for determination of the terms of a payment agreement and enters into a payment agreement which includes any amount in

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-8

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-8

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arrears, current amounts and all ensuing bills to be disposed of prior to the next November 15, and;

(B) Pays a minimum of 25% of the total monthly amount owed for service or \$75 whichever is greater, and;

(C) Applies for financial assistance in paying a heat related utility bill from any Federal, State, local or other available payment fund program for which customer may be eligible.

1.14 HOUSE PIPING OR FUEL LINE: All piping, fixtures, valves, appliances and apparatus of any kind installed downstream from the outlet of Company's meter or Company owned piping, whichever is farther downstream.

1.15 IN DISPUTE: Any matter regarding customer's gas service which is the subject of a disagreement or complaint by customer and which customer pursues under these General Terms and Conditions for Gas Service.

1.16 MAIN: A gas pipe owned, operated and maintained by Company as a distribution line that serves as a common source of supply for more than one service line.

1.17 MASTER METER: A Company-owned meter providing service to a customer-owned distribution network.

1.18 METER OR METER INSTALLATION: The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed to measure the quantity of gas delivered to customer at a single point of delivery.

1.19 MONTH: An interval of approximately 30 days, unless otherwise specified, or appearing from the context to be a calendar month.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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P.S.C.MO. No. 1 1st Revised SHEET No. R-9

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-9

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- 1.20 POINT OF DELIVERY: The point of delivery shall be Company's meter outlet or the connection of Company's piping to customer's piping, whichever is farther downstream.
- 1.21 PERSON: Any individual, partnership, co-partnership, firm, company, public or private corporation, association, joint stock company, trust, estate, political subdivision, governmental agency, or other legal entity recognized by law.
- 1.22 PREMISES: That separate walled portion of a single building undivided by any common area, or that separate portion of a single contiguous tract of land (including all improvements thereon) undivided by any way for use by the public, as designated by customer in the application.
- 1.23 PURCHASED GAS COST ADJUSTMENT: The adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.
- 1.24 REGISTERED ELDERLY OR HANDICAPPED CUSTOMER: A residential customer who is above the age of 62 or is handicapped to the extent that he or she is unable to leave the premises without assistance and who files with Company a form approved by the Commission attesting to the fact that customer meets these qualifications. Said form shall further set forth an agency or person which Company shall contact as set forth in Section 3.09(B)(1) herein.

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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-10

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-10

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- 1.25 RENDITION OF A BILL: The date of mailing or other presentation of the bill by Company.
- 1.26 RESIDENTIAL SERVICE OR USE: The provision of or use of gas for household and domestic purposes.
- 1.27 SETTLEMENT AGREEMENT: An agreement between a residential customer and Company which purports to resolve any matter in dispute between the parties or provides for the payment of monies not in dispute over a reasonable period of time.
- 1.28 SERVICE AGREEMENT: The application, agreement, or contract express or implied, pursuant to which Company supplies gas service to customer.
- 1.29 SERVICE LINE: The pipe installed from Company's main to the inlet of Company's meter or to the connection to customer's piping, whichever is farther downstream.
- 1.30 SERVICE LINE - CUSTOMER OWNED: That portion of the service line, which is owned by customer, extending from customer's property line or customer's side of the drainage ditch or curb line to the inlet of Company's meter.
- 1.31 TERMINATION OF SERVICE: A cessation of gas service requested by customer.
- 1.32 YARD LINE: The term yard line is used in conjunction with outside meter settings to designate the underground piping installed from the outlet of Company's meter to the building wall. In the event multiple buildings are being served, building shall mean that building nearest to the connection to the service line.

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P.S.C.MO. No. 1 1st Revised SHEET No. R-11

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-11

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

2. SERVICE AGREEMENTS

- 2.01 APPLICATION FOR SERVICE: An application for service will be required for each customer. Customer applying for gas service shall furnish sufficient information on the size and characteristics of the load, the location of the premises to be served, and such additional information as may be necessary to facilitate determination of the class of service required by customer, and the conditions under which service will be supplied. A separate application shall be made for each class of service to customer at each separate location or premise.
- 2.02 PROVISIONS: Gas service will be supplied to customer under the provisions of customer's service agreement which shall be deemed to include the provisions of (a) Company's applicable rate schedule, (b) Company's General Terms and Conditions for Gas Service in effect and on file with the Commission, and (c) the Commission's applicable rules. The taking of gas service by customer will constitute acceptance of, and an agreement to be bound by, all such provisions. Company may require all or any portion of customer's service agreement to be executed in writing on a form furnished by Company.
- 2.03 TERM: Unless otherwise specifically provided in any applicable rate schedule or in a contract between customer and Company, the term of any service agreement shall commence on the day customer's installation is connected to Company's service facilities for the purpose of taking as, and shall continue thereafter unless canceled by either party as herein provided.

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P.S.C.MO. No. 1 1st Revised SHEET No. R-12

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-12

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

2.04 MODIFICATIONS: A service agreement shall be subject to modification and shall be deemed modified from time to time during the term thereof in accordance with all applicable changes in Company's rate schedules, General Terms and Conditions for Gas Service and the Commission's rules as authorized by law.

2.05 CREDIT REGULATIONS:

(A) New Service: Company may require a security deposit or other guarantee as a condition of new service due to any of the following:

(1) Unpaid-Undisputed Account: Customer has outstanding with a utility providing the same type of service, an unpaid service account which accrued within the last five years and at the time of the request for service, remains unpaid and not in dispute;

(2) Diversion or Interference: 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 customer's premises within the last five years.

(3) Credit Rating: Customer shall be deemed to have established an acceptable credit rating if 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 year;

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P.S.C.MO. No. 1 1st Revised SHEET No. R-14

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-14

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(D) Deposit - Terms and Conditions: A security deposit required pursuant to these General Terms and Conditions for Gas Service is subject to the following terms and conditions:

(1) Deposit - Amount: A deposit shall not exceed the gas charges applicable to one billing period plus 30 days and shall be computed on the basis of the estimated annual billing for service, unless the security deposit is required under the terms of Section (B) of this Section, in which case the deposit shall not exceed 2 times the highest bill of that customer during the preceding 12 months.

(2) Interest on Deposit: Interest at the rate of 9 percent per annum compounded annually shall be payable on all deposits. Interest shall be either credited to the service account of customer on an annual basis or paid upon the return of the deposit. Interest shall not accrue on any cash deposit after the date of the rendition of a final bill by Company.

Company shall keep in its records evidence of its efforts to return such deposit. This Section shall not preclude Company from crediting interest upon each service account during one complete billing cycle annually.

(3) Receipt: Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a non-assignable receipt as evidence thereof. However, if Company shows the existence or

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P.S.C.MO. No. 1 1st Revised SHEET No. R-15

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-15

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non-existence of a deposit on customer's bill, the receipt shall not be required unless requested by customer. The receipt shall contain the following minimum information:

- (a) Name of customer.
 - (b) Date of payment.
 - (c) Amount of payment.
 - (d) Identifiable name, signature, and title of Company employee receiving payment.
 - (e) Statement of the terms and conditions governing the payment, retention and return of deposits.
- (4) Transfer of Deposit: In the event customer moves to another location, Company may transfer a cash deposit from the prior location to the new location subject, however, to Sections 2.05 (A)(1), 2.05 (A)(2), 2.05 (B)(1), 2.05 (B)(2), herein.
- (5) The credit of customer shall be established and the deposit and accrued interest shall be refunded promptly by Company upon satisfactory payment by customer of all proper charges for gas service for a period not to exceed 12 successive months. For purposes of this Section, payment is satisfactory if made prior to the date upon which the bill becomes delinquent. Company may withhold refund of the deposit funds

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P.S.C.MO. No. 1 1st Revised SHEET No. R-16

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-16

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pending the resolution of a matter in dispute involving discontinuance for non-payment or unauthorized interference by customer.

Upon termination of all gas service to customer and provided that customer has given Company access to remove its meters and other facilities in an undamaged condition, Company will refund to customer the amount of any cash deposit, together with accrued interest if any thereon, remaining after the application of such deposit and interest to any indebtedness (including added charges for late payment) of customer to Company.

- (6) Loss of Deposit Receipt: Company shall provide means whereby a person entitled to a return of a deposit is not deprived of the deposit refund even though he may be unable to produce the original receipt for the deposit, provided he can produce adequate identification to insure that he is customer entitled to the refund of the deposit.
- (7) Uniform Standards: Company shall apply deposit standards uniformly as a condition of gas service to all residential customers.
- (8) Installment Payments: Company shall provide means whereby a residential customer, required to make a deposit, may pay such deposit in installments unless Company can show a likelihood that customer does not intend to pay for such service.

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DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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P.S.C.MO. No. 1

Original SHEET No. R-17.1

Cancelling P.S.C.MO. No. _____

SHEET No. _____

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (G) Crediting Deposit: Company may apply all deposits subject to refund against existing undisputed gas 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.
- (H) Failure to Furnish Deposit: Company may discontinue service should customer fail or refuse to establish a satisfactory credit arrangement, or to furnish a cash deposit as herein provided after 10 days written notice to customer. Said notice shall contain a statement to the effect that "in the event service is discontinued because of non-payment of deposit, Company may require a disconnection and reconnection charge as provided in Section 14, herein."

2.06 LEFT BLANK INTENTIONALLY

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P.S.C.MO. No. 1 1st Revised SHEET No. R-18

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-18

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- 2.07 CUSTOMER INSOLVENCY: A service agreement shall, at the option of Company, cease and terminate and all amounts due Company thereunder shall become immediately payable without further notice in case any act of bankruptcy is made or committed by customer, or any petition in bankruptcy, either voluntary or involuntary, is filed by or against customer.
- 2.08 SUCCESSION AND ASSIGNMENT: A service agreement shall inure to the benefit of and be binding upon customer's successors by operation of law, but shall not be assignable voluntarily by customer.
- 2.09 AUTHORITY: No representative, agent or employee of Company shall have authority to make any representation, promise, or agreement contrary to these General Terms and Conditions for Gas Service, applicable law, or rules of the Commission and any such representation, promise, or agreement shall not bind Company, or its agent, representative or employee making same.
- 2.10 WAIVER: Waiver by Company with respect to any default by a customer in complying with the provisions of his service agreement shall not be deemed to be a waiver with respect to any other or subsequent default by such customer.

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P.S.C.MO. No. 1 1st Revised SHEET No. R-19

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-19

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3. SUPPLYING GAS SERVICE

- 3.01 AVAILABILITY: Company will supply gas service in accordance with its rate schedules and these General Terms and Conditions for Gas Service on file with and approved by the Commission.

Except as otherwise provided in Sections 9 and 10 herein, or unless special arrangements have been made between customer and Company, gas service will be supplied by Company under an available rate schedule only at such premises as are adjacent to Company's existing distribution facilities which are adequate and suitable to supply gas service for the requirements of customer. Company shall not be required to furnish gas service at a pressure in excess of 7 inches water column.

Upon the request of any interested person, Company will furnish information regarding the location and size of its distribution mains and the character of service available at any location.

- 3.02 PRIOR INDEBTEDNESS OF CUSTOMER: Company shall not be required to commence supplying gas service if at the time of application, the applicant, or any member of applicant's household (who has received benefit from previous gas service), is indebted to Company for such gas service previously supplied at the same premises or any former premises until payment of such indebtedness shall have been made. This provision cannot be avoided by substituting an application for service at the same or at a new location signed by some other member of the former customer's household or by any other person acting for or on behalf of such customer.

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P.S.C.MO. No. 1 1st Revised SHEET No. R-20

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-20

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In order to expedite service to a customer moving from one location to another, Company may provide service at the new location before all bills and charges are paid for service at the prior location. Company reserves the right to transfer any unpaid amount from prior service(s) to a current service account. Such transferred bills are then subject to the provisions of Sections 7.07 and 7.08 herein.

3.03 ACCESS TO CUSTOMER PREMISES: Customer shall give duly authorized agents and employees of Company, when properly identified, full and free access to the premises of customer at all reasonable hours for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of Company's facilities on the premises of customer, reading meters, or for any other purpose incidental to the gas service supplied by Company. Access for the purpose of reading meters inside buildings is more specifically covered in Section 5.05 herein.

3.04 CONTINUITY OF SERVICE: Company will use reasonable diligence to furnish continuous gas service to customer, but does not guarantee the supplying of gas service against irregularities or interruptions. Company shall not be considered in default of its service agreement with customer and shall not otherwise be liable for any damage occasioned by irregularities or interruptions of service due to breakdowns or damage to equipment, extraordinary repairs, an act of God or public enemy, accidents, strikes or their equivalent, legal process, state or municipal interference, civil disturbances, depletion of gas supply, or any other cause beyond Company's control.

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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-21

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-21

The Kansas Power & Light Company For All Missouri Service Areas

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3.05 SUSPENSION OF SERVICE: Company shall have the right to suspend gas service to customer for temporary periods as may be necessary for the inspection, maintenance, alteration, change, health, safety, state of emergency, replacement or repair of gas facilities, or for the preservation or restoration of system operations. In all cases of interruption or suspension of service, Company will make reasonable efforts to restore service without unnecessary delay. No such interruption or suspension of service will relieve customer from charges provided for in customer's service agreement. Company shall not be liable for damages occasioned by suspension of service for said causes.

3.06 DISCONTINUANCE OF SERVICE: Company shall have the right to discontinue gas service to a customer and remove its facilities, or any portion thereof, from customer's premises upon default by customer of any provision of the service agreement. In addition to any other legal remedies, Company reserves the right to refuse to reconnect gas service to any customer until such default shall have been remedied by customer. Any one or more of the following may be considered as a default:

- (A) Non-payment of a delinquent account.
- (B) Failure to post a security deposit or guarantee acceptable to Company.
- (C) Unauthorized interference, diversion or use of the gas service situated or delivered on or about customer's premises.
- (D) Failure to comply with the terms and conditions of a settlement agreement.

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P.S.C.MO. No. 1 1st Revised SHEET No. R-24

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-24

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- (1) The name and address of customer and the address, if different, where service is rendered.
- (2) A clear and concise statement of the reason for the proposed discontinuance of service and the cost of reconnection.
- (3) The date on or after which service will be discontinued unless customer takes appropriate action.
- (4) Terms under which customer may avoid discontinuance.
- (5) A statement that if customer is unable to pay the amount due Company in full, customer may contact Company and request the opportunity to make deferred payment.
- (6) The telephone number and address of Company's office where customer may make inquiry or file a complaint.

- (B) Company shall discontinue service only after written notice by first class mail has been sent to customer at least 6 days prior to the date of the proposed discontinuance. If written notice is delivered to customer, it shall be done at least 48 hours prior to discontinuance. Service of notice by mail is complete upon mailing. The notice of discontinuance of service shall not be issued as to a bill or portion of a bill currently the subject of a dispute pending with Company or the Commission nor shall such a notice be issued as to any bill or portion of a bill which is the

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P.S.C.MO. No. 1 1st Revised SHEET No. R-25

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-25

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subject of a settlement agreement except after breach of a settlement agreement, unless Company inadvertently issues such notice in which case Company shall take necessary steps to withdraw or cancel such notice.

(C) Multi-family - Single Meter: At least 5 days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notices of Company's intent to discontinuance shall be conspicuously posted in public areas of the building, provided, however, that such notices shall not be required if Company is not aware that said structure is a single metered multi-dwelling unit residential building. Such notices shall include the date on or after which discontinuance may occur. Company shall not be required to provide notice in individual situations where safety of employees is a consideration.

(D) Multi-family - Multiple Meter: At least 5 days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered and 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 gas service is not Company's customer, the occupant(s) shall be given written notice of Company's intent to discontinue service, provided however that such notice shall not be required unless the occupant has advised Company or Company is otherwise aware that he is not customer. In the case of a multi-dwelling unit residential building where each unit is

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 A. W. Woellhof KPL Gas Utility Services

P.S.C.MO. No. 1 1st Revised SHEET No. R-27

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-27

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.09 COLD WEATHER RULE: This rule shall be in effect from November 15 through March 31.

(A) Discontinuance or Reconnection under "Cold Weather Rule": During the "Cold Weather Rule" period, Company shall not discontinue service to a residential customer due to non-payment of a delinquent bill, or account, and shall reconnect service which was discontinued due to non-payment of a delinquent bill, or account, provided:

(1) The amount owed is not from delinquent payments under a payment agreement entered into pursuant to this rule or its predecessors, except as provided in section (D);

(2) Customer contacts Company and states an inability to pay in full;

(3) Customer applies for financial assistance in paying a heat related utility bill from any federal, state, local or other heating payment fund program for which customer may be eligible;

(4) Company receives an initial payment and customer enters into a payment agreement in compliance with the following:

(a) If customer qualifies for the Low Income Energy Assistance Program and/or Utilicare, the initial payment must be the greater of 25% of the most recent bill or \$75.00. A payment plan must also be arranged to pay the past due

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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A. W. Woellhof KPL Gas Utility Services

P.S.C.MO. No. 1 1st Revised SHEET No. R-28

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-28

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balance, current bill and all future bills over the next several months ending with the billing period ending closest to October 31.

(b) If customer does not qualify under (a) above, the payment each month from November 15 through the billing period ending prior to or on March 31 must be the greater of 25% of the total amount owed or \$75.00. Between March 31 and the billing period ending closest to October 31, another payment arrangement may be made to pay off any balance plus current bills.

(c) Company shall confirm in writing the terms of such payment agreement.

(5) Customer complies with Company's requests for information regarding customer's monthly or annual income; and

(6) None of the amount owed is an amount due as a result of unauthorized interference, diversion or use of Company's service, and customer has not engaged in such activity since last receiving service;

(7) There is no other lawful reason for discontinuance of the service or continued refusal to provide the service.

(B) Notice of Discontinuance: Prior to discontinuance of service due to non-payment, Company shall:

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-29

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-29

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- (1) At least 6 days prior to the date of the proposed discontinuance, by first class mail, notify customer, and in the case of a registered elderly or handicapped customer, the additional party listed on customer's registration form, of Company's intent to discontinue service. The contract with the registered individual shall include initially 2 or more phone call attempts with the mailing of the notice;
- (2) Attempt to contact customer within 96 hours preceding the discontinuance of service;
- (3) Attempt to contact customer immediately preceding the discontinuance of service;
- (4) Make a personal contact on the premises with the registered elderly or handicapped customer or some member of the family above the age of 15 years immediately preceding the discontinuance of service;
- (5) Leave notice at customer's premises at the time of disconnection; and
- (6) Provide information in all of the notices and contacts required in this section which describes the terms for provision 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 the identity of social service or charitable organizations that have notified Company that they provide such assistance.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-30

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-30

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(C) Under the provisions of this rule, Company may require a deposit if:

- (1) All or part of the amount owed by customer is due to the unauthorized interference, diversion or use of Company's service;
- (2) Customer's service has been disconnected for 30 days or more due to non-compliance with the payment plan provided by this rule;
- (3) Customer fails to comply with all of the provisions of section (A) of this rule.

(D) If customer is not eligible for continuance or reconnection of service due to delinquent payments on a payment agreement entered into pursuant to this rule, customer shall be eligible for continuance or reconnection of service if Company receives payment for the delinquent unpaid amount and customer complies with all other provisions of this rule.

3.10 COLLECTION OR DISCONNECTION CHARGE: When it is necessary for Company to make a service call for the purpose of collection or disconnection of service because of non-payment, a service charge as specified in Section 14 herein will be collected from customer by Company.

3.11 RECONNECTION OF GAS SERVICE: Upon customer's request, Company shall restore service promptly when the cause for discontinuance of service has been eliminated, applicable reconnection charges paid and, if required, satisfactory credit arrangements have been made. At all times a reasonable effort shall be made to restore

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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-31

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-31

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service upon the day restoration is requested, and in any event, restoration shall be made no later than the next working day following the day requested by customer.

The reconnection charge, precedent to the restoration of gas service to a customer whose gas service has been discontinued for any reason whatsoever, shall be as provided in Section 14, herein.

If gas service is discontinued for non-payment by customer of any delinquent gas service bill, Company shall not, except as provided in Section 3.09 herein, be required to restore service until all delinquent bills and reconnection charges have been paid and customer has complied with Section 2.05 herein.

A reconnection charge as provided for in Section 14, herein, shall apply if service is discontinued at the request of customer and reconnected within 7 months at the request of customer at the same location.

The requirements of this Section cannot be avoided by a request for a restoration of service or an application for service at the same location by a member of customer's household or family, any person who has enjoyed benefits from previous service, or any other person acting for or on behalf of customer.

- 3.12 REFUSAL TO SERVE: Company may refuse to supply gas service or discontinue service to any customer who fails or refuses to comply with the provisions of any applicable law, rule of the Commission, rate schedule or any provision of these General Terms and Conditions for Gas Service in effect and on file with the Commission.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 2nd Revised SHEET No. R-32

Cancelling P.S.C.MO. No. 1 1st Revised SHEET No. R-32

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3.13 SERVICE LINE AND YARD LINE INSTALLATION AND MAINTENANCE: Company shall furnish, at its own expense, that portion of the service line which lies in the public street or right of way, and which extends from the gas main to the customer's property line.

Any additional service line and/or yard line required shall also be installed by Company or Company-authorized personnel and shall be owned, operated and maintained by Company. Company's investment in any additional service/yard line shall be limited to the lesser of \$450 or the cost incurred to install up to 60 feet of such line. Any additional costs incurred by the Company to install the line, including the costs of labor, overheads and material used, shall be billed to the customer receiving service. For purposes of these rules, overheads shall include administrative and general salaries, payroll taxes and insurance, pensions and other employee benefits, and stores issuance expenses. Labor related overheads are transferred to construction based on the percentage relationship that construction payroll bears to total payroll while stores overheads are transferred to construction based on the percentage relationship that stores bears to the total cost of material. A copy of Company's estimate showing the excess costs of labor, overheads and material required to perform the work hereunder shall be furnished to customer upon request prior to construction.

In situations where the customer billing for the service/yard line construction is estimated to be \$500 or less, Company will present customer a bill for such excess costs, which shall be due and payable upon receipt. Upon payment, Company shall install, or cause to be installed, the required lines. In lieu of an immediate up-front payment in full, customer will be permitted to make an initial payment of \$100 and to pay the remaining balance, if any, in equal monthly

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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 5th Revised SHEET No. R-33

Cancelling P.S.C.MO. No. 1 4th Revised SHEET No. R-33

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installments over a period not to exceed 12 months. In situations where the excess costs exceed \$500, Company may, after giving due consideration to the total excess costs and customer's ability to make the required payment, enter into a special payment agreement with customer to permit payment over a period of up to 36 months.

Customer's failure to pay the excess costs in accordance with the pay agreement shall be sufficient cause to discontinue service to customer upon due notice and in accordance with these General Terms and Conditions.

When an economic analysis is made for those customers using in excess of 600 MCF annually, as provided for in Section 9.03 herein, any resulting investment which can be justified over and above that needed for the main extension can be applied to partially or wholly offset the above-mentioned costs.

- 3.14 REPLACEMENT OF CUSTOMER-OWNED SERVICE LINES AND YARD LINES: All replacements of customer-owned service/yard lines shall be performed by Company or Company-authorized personnel and shall thereafter be owned, operated and maintained by Company. Replacement of customer-owned service/yard lines will occur in accordance with Company's schedule and the requirements of regulatory authorities having jurisdiction herein.

Company shall replace, at its own expense, that portion of the service line which lies in the public street or right of way, and which extends from the gas main to the customer's property line.

Any additional service line and/or yard line required shall also be replaced by Company or Company-authorized personnel and shall be owned, operated and maintained by Company. Company's investment to replace a

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P.S.C.MO. No. 1Original SHEET No. R-33.1

Cancelling P.S.C.MO. No. _____

SHEET No. _____

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customer-owned service/yard line shall be limited to the lesser of \$450 or the costs incurred to replace up to 60 feet of such line. Any additional costs incurred by the Company to replace the line, including the costs of labor, overheads and material used, shall be billed to the customer receiving service. For purposes of these rules, overheads shall include administrative and general salaries, payroll taxes and insurance, pensions and other employee benefits, and stores issuance expenses. Labor related overheads are transferred to construction based on the percentage relationship that construction payroll bears to total payroll while stores overheads are transferred to construction based on the percentage relationship that stores bears to the total cost of material. A copy of Company's estimate showing the excess costs of labor, overheads and material required to perform the work hereunder shall be furnished to customer upon request prior to construction.

In situations where the customer billing for the service/yard line construction is estimated to be \$500 or less, Company will present customer a bill for such excess costs, which shall be due and payable upon receipt. Upon payment, Company shall replace, or cause to be replaced, the required lines. In lieu of an immediate up-front payment in full, customer will be permitted to make an initial payment of \$100 and to pay the remaining balance, if any, in equal monthly installments over a period not to exceed 12 months. In situations where the excess costs exceed \$500, Company may, after giving due consideration to the total excess costs and customer's ability to make the required payment, enter into a special payment agreement with customer to permit payment over a period of up to 36 months.

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P.S.C.MO. No. 1

Original SHEET No. R-33.2

Cancelling P.S.C.MO. No. 1

Original SHEET No. R-33a

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Customer's failure to pay the excess costs in accordance with the pay agreement shall be sufficient cause to discontinue service to customer upon due notice and in accordance with these General Terms and Conditions.

- 3.15 MAINTENANCE OF CUSTOMER-OWNED SERVICE LINES AND YARD LINES: Company or Company-authorized personnel shall perform, at Company's expense, all maintenance of customer-owned service lines and yard lines, when the need for such becomes apparent to Company. If a customer-owned service/yard line is in need of repair, or, if it has been declared to be a potential safety hazard by Company, Company may, at its option, replace the line instead of repairing it. If it is necessary to replace the service/yard line, Customer shall be deemed to have granted Company an easement for such line unless customer requests termination of service. This replacement shall be done in accordance with Section 3.14, herein.

Company shall not assume any ownership responsibility based only upon maintenance activities being performed.

- 3.16 PROPERTY OF THE COMPANY: All facilities furnished and installed by Company on the premises of customer for the supplying of gas service to customer shall be and remain the exclusive property of Company. All Company-owned facilities on the premises of customer shall be operated and maintained by and at the expense of Company, may be replaced by Company at any time, and may be removed by Company upon termination of customer's service agreement or upon discontinuance by Company of gas service to customer for any reason.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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P.S.C.MO. No. 1 2nd Revised SHEET No. R-34

Cancelling P.S.C.MO. No. 1 1st Revised SHEET No. R-34

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3.17 COMPANY LIABILITY: Customer shall save Company harmless from all claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the service line, yard line and other necessary appurtenances to serve customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of Company or its accredited personnel.

Company may refuse or discontinue service if an inspection or test reveals leakage, escape or loss of gas on customer's premises. Company will not be liable for any loss, damage or injury whatsoever caused by such leakage, escape or loss of gas from customer's service line, yard line, ancillary lines, house piping, appliances or other equipment.

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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 2nd Revised SHEET No. R-35

Cancelling P.S.C.MO. No. 1 1st Revised SHEET No. R-35

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4. TAKING GAS SERVICE

- 4.01 CUSTOMER'S INSTALLATION: Any and all piping, appliances, equipment or facilities (except meters, regulators, or related equipment owned by Company and located on customer's premises) required to utilize gas service beyond the point of delivery shall be furnished, installed and maintained in a safe, efficient, and proper operating condition at the expense of customer and shall be the sole responsibility of customer, except that customer-owned service lines and yard lines will be maintained as provided for in Section 3.15.
- 4.02 STANDARDS AND APPROVALS: Customer's installation shall conform with all applicable laws, the requirement of all governmental authorities having jurisdiction, and all reasonable requirements of Company. All required approvals of customer's installation must be obtained by customer before Company shall be obligated to commence or continue supplying gas service to customer. Company shall inspect all accessible piping and connections and may refuse service or discontinue service until the foregoing provisions have been complied with.
- 4.03 SIZE OF PIPING: The size of pipe required for specific installations will be determined by the quantity of gas required, the length of the pipe, and pressure loss. The piping owned by Residential or General Service customers shall be so designed and installed that the loss of pressure between the meter and any gas-burning appliance does not exceed one-half inch of water column when all appliances of customer are operating simultaneously at maximum capacity. Failure to meet the requirements of this Section shall be deemed sufficient reason to refuse or discontinue service.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-36

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-36

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4.04 SERVICE LINE RELOCATION: Relocation or extensions of service lines and yard lines necessitated by change or alteration in buildings or premises or for customer's convenience shall be made by Company and charged to customer.

4.05 PROTECTION OF COMPANY'S PROPERTY: All service lines and yard lines, meters, regulators, and other equipment installed by Company at its expense are the property of Company. Under no circumstances shall any person other than Company's representative, or other person authorized by Company, connect or disconnect any meter, connect to a meter, or disturb the service line or yard line after the meter has been installed. Any infraction of this Section may be considered sufficient cause for discontinuance of service.

If the meter or other facilities belonging to Company are damaged or destroyed due to negligence or misuse by customer or by any member of customer's family, or by any agent, employee, or other representative of customer, or any other person on customer's premises with customer's knowledge and consent, then the cost of necessary repairs or replacements shall be paid by customer.

4.06 NOTICE BY CUSTOMER OF GAS LEAKS: Customer shall in person or by telephone immediately notify Company of any escape of gas in or about customer's premises.

4.07 DANGEROUS CONDITIONS ON CUSTOMER'S PREMISES: In any case where Company discovers that a dangerous condition exists with regard to customer's appliances, equipment or piping, it may, without advance notice, shut off the service and immediately notify customer. Service shall not be resumed until such dangerous condition has been eliminated.

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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-37

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-37

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- 4.08 TAMPERING WITH COMPANY'S PROPERTY: No one except an agent of Company or one otherwise lawfully entitled to do so shall be permitted to remove or tamper with Company's meter or connections, or with any of the property of Company on or about customer's premises or elsewhere. If at any time Company shall find that a meter, gas piping, gas equipment, other instrumentality or any part thereof between Company's main and the point of delivery has been tampered with by anyone except an agent of Company, or one otherwise lawfully entitled to do so, and where in the opinion of Company an unsafe condition may have been created, it shall be considered cause for immediate discontinuance of service by Company.
- 4.09 RESELLING OR REDISTRIBUTING SERVICE: Gas service furnished is for the sole use of customer and customer shall not sell or redeliver gas. In case gas supplied by Company to customer is resold, service may be discontinued after notice as provided in Section 3.08(B), herein. If service is discontinued for this cause, a reconnection charge as provided in Section 14, herein, shall be paid before service is restored.
- 4.10 FRAUDULENT USE OF SERVICE: In case of unauthorized or fraudulent use of gas in any manner on the premises occupied by customer with or without customer's knowledge, where in the opinion of Company, an unsafe condition may have been created, service may be shut off without any advance notice, and shall not be resumed until customer shall have given satisfactory assurance that such unauthorized or fraudulent use of gas has been discontinued and shall have paid to Company an amount estimated by Company to be a reasonable payment for gas so used and not paid for. Company shall also be entitled to collect a reconnection charge as provided in Section 14, herein.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-38

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-38

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If, thereafter, service to customer is restored without the consent of Company by reconnecting the meter or installing a by-pass or by any other means or device, Company may cut the service line in the parkway to prevent the unauthorized taking of gas. In such event, Company will reconnect the service only upon the payment of the charge as provided for in Section 14, herein, and payment of an amount estimated by Company as reasonable for gas fraudulently used.

In the event the service line in the parkway is reconnected without the consent of Company, Company may cut off service at the main. Before gas service is restored, Company may require the payment of the reconnection charge provided for in Section 14, herein, where the main is in an unpaved area or the reconnection charge provided for in Section 14, herein, if the main is under pavement. In addition, customer must pay for the estimated amount of gas fraudulently used.

In each of the above cases, Company may require the payment of a deposit, as provided in Section 2.05 herein, in addition to the stated charges before service is restored.

- 4.11 TERMINATION OR DISCONTINUANCE OF SERVICE BY CUSTOMER: Unless otherwise provided by contract, a customer may request discontinuance of service upon giving 3 days (Sundays and legal holidays excluded) notice in writing mailed or delivered to Company at its office. Customer shall be liable for all service supplied to the premises, to which the notice of discontinuance is applicable, up to the date specified therein provided that such date gives Company at least 3 days in which to effect a turn off. Final gas bills resulting from termination or discontinuance of service are due and payable upon presentation.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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 ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-40

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-40

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5. MEASUREMENT AND REGULATION

5.01 METER AND REGULATOR INSTALLATION: Company shall provide and install at its own expense and shall continue to own, maintain and operate all equipment for the measurement and regulation of gas to its customers, except as otherwise provided herein.

5.02 METER AND REGULATOR LOCATION: Customer shall provide and at all times maintain, at the place specified by Company, space for the meter and regulator installation. If a suitable service/yard line and meter location is available, the meter set assembly for residential service shall be, if practicable, located at or near the building being served. Such location shall at all times be readily accessible for reading, inspecting and testing. Where meters, regulators or other equipment are to be installed out-of-doors, such protection as Company may require shall be provided by customer at customer's expense.

After the meter installation has been located on the premises of customer, the performance of work and the cost related to any subsequent change in the location thereof, if necessitated by change or alteration in the building or premises or for customer's convenience, shall be the responsibility of customer.

In the event Company is required to remove and reinstall a meter having an inlet connection not exceeding 1 1/4 inches in diameter, a charge as provided for in Section 14, herein, will be made. Actual cost will be charged for removal and reinstallation of any larger meter.

5.03 MULTIPLE METERING: When more than one meter installation is used to measure the service supplied to customer, a separate bill in accordance with the

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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-41

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-41

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applicable rate schedule will be rendered for the service supplied through each meter installation.

Company may combine consumption registered, and render a single bill, for the same class of gas service supplied to customer at customer's premises through 2 or more meter installations if, at the option of Company, such multiple metering is installed as a convenience or benefit to Company.

5.04 MULTIPLE OCCUPANCY BUILDINGS: When a building is occupied by more than one customer, Company will install as many meters as there are separate applications for service, provided the house piping is so arranged that all meters or groups of meters may be located at a central point or points and that the house piping is clearly and permanently marked to indicate the particular customer supplied by it. House piping systems designed to be supplied from separate meters shall not be interconnected.

5.05 METER READING: Company uses a plan of continuous cycle meter reading in its service area which is divided into meter reading districts. Except as otherwise provided herein, each meter in each such district will be read monthly on or about the same day of the month, and such readings shall be the basis for Company's billing for gas service. Company reserves the right to redesignate meter reading districts. Failure of Company to obtain a meter reading shall not relieve customer of the obligation to pay for all gas received. Customer's meter may be read by appointment between 8:00 A.M. and 1:00 P.M., or 1:00 P.M. and 5:00 P.M., during normal weekdays, Monday through Friday at the charge provided for in Section 14 herein; may be read by appointment within an agreed to hourly period between 8:00 A.M. and 5:00 P.M. on normal weekdays, Monday through Friday, at the charge provided for in Section 14 herein; and may

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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-42

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-42

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may be read between 5:00 P.M. and 9:00 P.M. Monday through Friday or between 8:00 A.M. and 5:00 P.M. on Saturday at the charge provided for in Section 14 herein, except in those situations where the safety of employees is a consideration.

Company reserves the right to discontinue service, in accordance with Sections 3.06 and 3.07 herein, for failure or refusal of customer to provide Company personnel access within the hours of 8:00 A.M. to 5:00 P.M., Mondays through Fridays, to read meters inside buildings, and where such failure or refusal has resulted in at least 2 consecutive estimates of consumption. Discontinuance of service shall not be effected until Company has requested customer to provide access at a time specified which time will be within the hours of 8:00 A.M. to 5:00 P.M., Mondays through Fridays. If service is discontinued for this cause, a reconnection charge in the amount provided for in Section 14 herein, shall be paid before service is restored.

- 5.06 METER SEALS: Seals may be placed by Company on any meter or meter enclosure. Such seals shall not be broken or disturbed by any person other than persons authorized by Company.
- 5.07 EVIDENCE OF CONSUMPTION: The registration of Company's meters will be accepted and received at all times and placed as prima facie evidence of the amount of gas taken by customer.
- 5.08 DELIVERY PRESSURE: Company shall generally supply gas at a delivery pressure of 4 to 7 inches water column; however, Company may, at its option, deliver gas at such higher pressure as may be authorized by rules of the Commission.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-43

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-43

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If Company agrees to provide a higher deliver pressure in order to satisfy the requirements of any customer, Company reserves the right to correct volumes delivered at such higher pressures to 6.93 inches water column (4 ounces per square inch gauge) for billing purposes.

5.09 ACCURACY AND TESTS: The accuracy and testing of Company's meters shall be in accordance with the General Orders of the Commission applicable thereto.

5.10 METER TESTING: Company will, when requested in writing by a customer upon reasonable notice, test the accuracy of the meter in use by such customer; provided customer shall agree to accept the results of the tests made by Company as final. If such a test is requested by a customer within a period of one year after the date of installation or the last previous test of said meter, customer may be required by Company to make a deposit to cover the actual cost of such test. Any deposit made in compliance to the foregoing shall be refunded or credited to customer's account if the meter is found when tested to have an average error of more than 2 percent fast. If the meter is found to be less than 2 percent fast, said deposit shall be retained by Company.

5.11 BILLING ADJUSTMENT: If, on test of any meter at the request of customer, it is found to have an average error of more than 2 percent fast, Company shall refund to customer the overcharge based upon the corrected meter reading for one-half the period in which the meter was in use since the date of the last test, but not to exceed 6 months, unless it can be shown that the error was due to some cause, the date of which can be fixed. In this case, the overcharge shall be computed back to, but not beyond, such time.

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ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
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P.S.C.MO. No. 1 1st Revised SHEET No. R-44

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-44

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

If, on test of any meter made at the request of customer it is found to have an average error of more than 2 percent slow, Company may render a bill for the gas consumed, but not covered by bills previously rendered, for one-half the period in which the meter was in use since the last test, but not to exceed 6 months, unless it can be shown that the error was due to some cause, the date of which can be fixed. In this case, the charge shall be computed back to, but not beyond, such time.

If a meter malfunctions or does not register for any period, Company may estimate and charge for the gas used by averaging the amount registered over similar periods preceding or subsequent thereto, or over corresponding periods in previous years or an arbitrary amount may be agreed upon by Company and customer.

No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.

DATE OF ISSUE April 12 1990 DATE EFFECTIVE May 01 1990
month day year month day year
ISSUED BY A. W. Woellhof President 818 Kansas Ave., Topeka, KS
A. W. Woellhof KPL Gas Utility Services

P.S.C.MO. No. 1 1st Revised SHEET No. R-45

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-45

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

6. CHOICE AND APPLICATION OF RATE SCHEDULES

- 6.01 POSTING: The rate schedules and General Terms and Conditions for Gas Service of Company currently in effect are those on file with the Commission and will be made available by Company for inspection by any interested person during normal working hours at the business offices of Company.
- 6.02 CHOICE BY CUSTOMER: If a customer is eligible to take gas service from Company under more than one applicable rate schedule, the choice of such rate schedules shall lie with customer. Company, based on the information at hand, will, upon request, assist customer in the selection of the rate schedule under which gas service will be supplied; however, the responsibility for the selection of such rate schedule shall lie with customer.
- 6.03 CHANGE OF RATE SCHEDULES: Company may require customer to terminate his existing service agreement and enter into a new service agreement under a different applicable rate schedule if customer's gas requirements prove to be different from those originally estimated, or if there is a change in the character or conditions of customer's gas requirements and such change is based upon permanent rather than temporary or seasonal conditions.

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P.S.C.MO. No. 1

Original SHEET No. R-45.1

Cancelling P.S.C.MO. No. _____

SHEET No. _____

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

6.04 CONTRACT RATES: Company may, in instances where it faces competition from alternative suppliers of natural gas, enter into special transportation rate contracts with industries or other large consumers on such terms and conditions as may be agreed upon by the parties and which, in the Company's sole discretion, are deemed necessary to retain services to an existing customer or, to reestablish service to a previous customer or to acquire new customers. The rates agreed upon by Company and customer shall not exceed the maximum transportation charges nor be less than the minimum transportation charges otherwise applicable to customer. All such contracts shall be furnished to the Commission staff and the Office of Public Counsel and shall be subject to the Commission's jurisdiction.

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P.S.C.MO. No. 1 1st Revised SHEET No. R-69

Cancelling P.S.C.MO. No. 1 Original SHEET No. R-69

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

(2) Extensions to occupied pads will be made with the mobile home or mobile home court owner paying segments (b) and (c), as advances for construction. Such advances shall be credited to the appropriate plant account(s), as mandated by the Uniform System of Accounts.

(3) Extensions to unoccupied pads will be made with the mobile home or mobile home court owner paying segments (a), (b), and (c) as advances for construction, with segments (a) costs subject to refund after the pads are occupied for a period of one year. Segment (b) and (c) advances shall be credited to the appropriate plant account(s), as mandated by the Uniform System of Accounts.

10.05 SPECIAL CONDITIONS PERTAINING TO LEAK SURVEYS AND REPIPING OF MOBILE HOME COURT DISTRIBUTION SYSTEMS OWNED BY OTHERS:

(A) Between May 14, 1985, and October 31, 1986, the Company shall conduct leakage surveys in all master metered mobile home court natural gas distribution systems (systems) in its certificated areas. Subsequent to October 31, 1986, the Company shall conduct these leak surveys at intervals not exceeding 36 months, except as modified by Paragraph (F) of this Section. All leak surveys required by the provisions of this Section shall be conducted at the expense of the Company.

(B) All system leaks discovered during leak surveys conducted pursuant to the provisions of this Section shall be classified, repaired, and rechecked according to the provisions

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P.S.C.MO. No. 1 1st Revised SHEET No. R-87

Cancelling P.S.C.MO. No. Original SHEET No. R-87

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

14. OTHER CHARGES

14.01 SCHEDULE OF OTHER CHARGES:

<u>Description of Charge</u>	<u>Section Ref.</u>	<u>Amount</u>
Collection or disconnection	3.10	\$ 8.00
Reconnection charge:		
Failure to furnish deposit	2.05	\$15.00
At customer's request	3.11	\$15.00
Reselling or redistributing gas	4.09	\$15.00
Fraudulent or unauthorized use of gas	4.10	\$15.00
Meter removal and reinstallation Customer's request	5.02	\$15.00
Failure to provide access for meter reading	5.05	\$15.00
Tampering with Company property	4.05 & 4.08	\$15.00
Cut off at curb (unpaved)		
Disconnection & reconnection	4.10	\$50.00
Cut off at main (paved)		
Disconnection & reconnection	4.10	\$100.00

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P.S.C.MO. No. 1 1st Revised SHEET No. R-88

Cancelling P.S.C.MO. No. Original SHEET No. R-88

The Kansas Power & Light Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

<u>Description of Charge</u>	<u>Section Ref.</u>	<u>Amount</u>
To mobile home court after disconnection for reselling of gas by court owner	10.03 (A)	Greater of \$5.00/unit or \$25.00
Request for meter reading during normal working hours		
A.M. - P.M. reading Monday through Friday	5.05	\$ 5.00
Specific hourly appointment or weekdays between 5:00 and 9:00 P.M.	5.05	\$10.00
Request for meter reading on Saturday between 8:00 A.M. & 5:00 P.M.	5.05	\$10.00

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**KANSAS POWER & LIGHT
STAFF'S DIRECT TESTIMONY
Case No. GR-90-50**

Staff Witness	Issue	Original and No. of Copies Filed		
		HC	P	NP
Bohanon, Deanne	Dues & Donations PSC Assessment	_____	_____	14
Cathey, Doris	Payroll	_____	_____	14
Ellis, Ron	Pipeline Safety Rules	_____	_____	14
Featherstone, Cary	Overview Service Line Repl. Program	_____	_____	14
Fischer, Steve	Lost & Unaccounted Gas	_____	_____	14
Johansen, Dale	Service Line Repl. Program	_____	_____	14
Jones, Craig	PGA	_____	_____	14
Kiebel, John	Service Line Repl. Program	_____	_____	14
Kottwitz, John	Service Line Repl. Program	_____	_____	14
Kuensting, Gary	Revenues	_____	_____	14
Lloyd, Jeanne	Rate Design	_____	_____	14
Matisziw, Bo	Tariff Issues	_____	_____	14
Patterson, Dennis	Weather Normalization	_____	_____	14
Proctor, Mike	Rate Design	_____	_____	14
Shackelford, Ron	Rate of Return	_____	_____	14
Sommerer, Dave	Service Line Repl. Program	_____	_____	14
Tooe, Ed	Service Line Repl. Program	_____	_____	14
Traxler, Steve	Pensions Income Taxes	_____	_____	14
Turner, Martin	Weather Normalization	_____	_____	14
Williams, Phil	Plant Issues CWC	_____	_____	14
Accounting Schedules		_____	_____	14