

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd Revised Sheet No. 88
 Canceling P.S.C. MO. No. 1 2nd Revised Sheet No. 88

Aquila, Inc., dba

AQUILA NETWORKS

KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

MUNICIPAL STREET LIGHTING SERVICE
ELECTRIC

AVAILABILITY

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

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

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
Mercury Vapor: FROZEN (2)		
3300 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole)	\$80.16	\$118.27
7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole)	\$107.04	\$145.16
7700 L, M.V., open glassware, steel pole	\$133.56	\$171.64
7700 L, M.V., streamlined fixture, wood pole	\$122.93	\$161.07
7700 L, M.V., streamlined fixture, steel pole	\$149.41	\$187.53
10500 L, M.V., enclosed fixture, wood pole	\$142.66	\$180.72
10500 L, M.V., enclosed fixture, steel pole	\$169.10	\$207.23
21000 L, M.V., enclosed fixture, wood pole	\$176.81	\$214.91
21000 L, M.V., enclosed fixture, steel pole	\$203.25	\$241.36
54000 L, M.V., enclosed fixture, wood pole	\$334.45	\$372.57
54000 L, M.V., enclosed fixture, steel pole	\$360.89	\$399.01
High Pressure Sodium Vapor: Retrofit to Mercury Vapor Fixtures, Not Available for New Installations		
12000 L, 150 W, S.V., Open glassware, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole)	\$133.44	\$171.54
12000 L, 150 W, S.V., open glassware, steel pole	\$159.92	\$198.01
12000 L, 150 W, S.V., streamlined fixture, wood pole	\$149.32	\$187.44
12000 L, 150 W, S.V., streamlined fixture, steel pole	\$175.80	\$213.89
36000 L, 360 W, S.V., enclosed fixture, steel pole	\$227.93	\$266.05

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

(2) Mercury Vapor lamps and fixtures are limited to customers served under contracts initiated prior to November 26, 2007. Replacement of existing installed fixtures with similar mercury vapor fixtures will be limited to Company stocks of such fixtures. All existing mercury vapor lights shall be changed to high pressure sodium lights when maintenance or changeout is required. When these changeouts occur, the Net Rate per lamp per month will be changed to the high pressure sodium rate.

Issued: October 26, 2007

Issued by: Gary Clemens, Regulatory Services

CANCELLED
December 3, 2008
Missouri Public
Service Commission
EN-2009-0164; JE-2009-0312

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 88
 Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 88

Aquila, Inc., dba
AQUILA NETWORKS
KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

MUNICIPAL STREET LIGHTING SERVICE
 ELECTRIC

AVAILABILITY

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

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

	<u>Annual Rate Per Unit (1)</u>	
<u>Incandescent:</u>	<u>Overhead Wiring</u>	
1000 L, open fixture, wood pole	\$67.80	
2500 L, open fixture, wood pole	\$113.91	
4000 L, enclosed fixture, wood pole	\$135.18	
4000 L, enclosed fixture, steel pole	\$161.64	
6000 L, enclosed fixture, wood pole	\$165.58	
6000 L, enclosed fixture, steel pole	\$198.68	
<u>Mercury Vapor:</u>	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
3300 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$80.16	\$118.27
7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$107.04	\$145.16
7700 L, M.V., open glassware, steel pole	\$133.56	\$171.64
7700 L, M.V., streamlined fixture, wood pole	\$122.93	\$161.07
7700 L, M.V., streamlined fixture, steel pole	\$149.41	\$187.53
10500 L, M.V., enclosed fixture, wood pole	\$142.66	\$180.72
10500 L, M.V., enclosed fixture, steel pole	\$169.10	\$207.23
21000 L, M.V., enclosed fixture, wood pole	\$176.81	\$214.91
21000 L, M.V., enclosed fixture, steel pole	\$203.25	\$241.36
21000 L, Fluorescent, enclosed fixture, steel pole	\$296.45	N/A
54000 L, M.V., enclosed fixture, wood pole	\$334.45	\$372.57
54000 L, M.V., enclosed fixture, steel pole	\$360.89	\$399.01

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

Issued: May 21, 2007
 Issued by: Gary Clemens, Regulatory Services

Effective: ~~June 20, 2007~~

CANCELLED
 November 26, 2007
 Missouri Public
 Service Commission

Filed
 Missouri Public
 Service Commission

May 31, 2007
ER-2007-0004

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 88
 Canceling P.S.C. MO. No. 1 Original Sheet No. 88

Aquila, Inc., dba

AQUILA NETWORKS

KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

MUNICIPAL STREET LIGHTING SERVICE ELECTRIC

AVAILABILITY

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

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

	<u>Annual Rate Per Unit (1)</u>	
<u>Incandescent:</u>	<u>Overhead Wiring</u>	
1000 L, open fixture, wood pole	\$60.73	
2500 L, open fixture, wood pole	\$102.03	
4000 L, enclosed fixture, wood pole	\$121.08	
4000 L, enclosed fixture, steel pole	\$144.78	
6000 L, enclosed fixture, wood pole	\$148.31	
6000 L, enclosed fixture, steel pole	\$177.96	
	<u>Annual Rate Per Unit (1)</u>	
<u>Mercury Vapor:</u>	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
3300 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole)	\$71.80	\$105.94
7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole)	\$95.88	\$130.02
7700 L, M.V., open glassware, steel pole	\$119.63	\$153.74
7700 L, M.V., streamlined fixture, wood pole	\$110.11	\$144.27
7700 L, M.V., streamlined fixture, steel pole	\$133.83	\$167.97
10500 L, M.V., enclosed fixture, wood pole	\$127.78	\$161.87
10500 L, M.V., enclosed fixture, steel pole	\$151.46	\$185.62
21000 L, M.V., enclosed fixture, wood pole	\$158.37	\$192.50
21000 L, M.V., enclosed fixture, steel pole	\$182.05	\$216.19
21000 L, Fluorescent, enclosed fixture, steel pole	\$265.53	N/A
54000 L, M.V., enclosed fixture, wood pole	\$299.57	\$333.71
54000 L, M.V., enclosed fixture, steel pole	\$323.25	\$357.40

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

Issued: February 24, 2006
 Issued by: Gary Clemens, Regulatory Services

Effective: ~~March 26, 2006~~

March 1, 2006

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Missouri Public
Service Commission

ER-2006-0436

Aquila, Inc., dba**AQUILA NETWORKS****KANSAS CITY, MO 64138**

For Territory Served by Aquila Networks – MPS

MUNICIPAL STREET LIGHTING SERVICE
ELECTRICAVAILABILITY

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

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

	<u>Annual Rate Per Unit (1)</u>	
<u>Incandescent:</u>	<u>Overhead Wiring</u>	
1000 L, open fixture, wood pole	\$54.58	Cancelled
2500 L, open fixture, wood pole	\$91.70	
4000 L, enclosed fixture, wood pole	\$108.83	March 1, 2006
4000 L, enclosed fixture, steel pole	\$130.13	Public Service Commission
6000 L, enclosed fixture, wood pole	\$133.30	MISSOURI
6000 L, enclosed fixture, steel pole	\$159.95	

In addition to the above charges, Interim Energy Charge IEC-A will be added to each customer's bill on a per kWh basis. All or a portion of this charge is potentially refundable as described in Company's Interim Energy Charge Rider.

	<u>Annual Rate Per Unit (1)</u>	
<u>Mercury Vapor:</u>	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
3300 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$64.53	\$95.22
7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$86.18	\$116.86
7700 L, M.V., open glassware, steel pole	\$107.52	\$138.18
7700 L, M.V., streamlined fixture, wood pole	\$98.97	\$129.67
7700 L, M.V., streamlined fixture, steel pole	\$120.29	\$150.97
10500 L, M.V., enclosed fixture, wood pole	\$114.85	\$145.49
10500 L, M.V., enclosed fixture, steel pole	\$136.13	\$166.83
21000 L, M.V., enclosed fixture, wood pole	\$142.34	\$173.02
21000 L, M.V., enclosed fixture, steel pole	\$163.63	\$194.31
21000 L, Fluorescent, enclosed fixture, steel pole.....	\$238.66	N/A
54000 L, M.V., enclosed fixture, wood pole	\$269.25	\$299.94
54000 L, M.V., enclosed fixture, steel pole	\$290.54	\$321.23

In addition to the above charges, Interim Energy Charge IEC-A will be added to each customer's bill on a per kWh basis. All or a portion of this charge is potentially refundable as described in Company's Interim Energy Charge Rider.

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

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd Revised Sheet No. 89
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For Territory Served by Aquila Networks – MPS

KANSAS CITY, MO 64138

MUNICIPAL STREET LIGHTING SERVICE (Continued)
ELECTRIC

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
<u>High Pressure Sodium Vapor</u>		
5000 L, 70 W, S.V., enclosed fixture, wood pole	\$146.40	\$184.51
5000 L, 70 W, S.V., enclosed fixture, steel pole	\$172.87	\$211.03
5000 L, 70 W, S.V., open fixture, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole)....	\$130.31	\$168.41
5000 L, 70 W, S.V., open fixture, steel pole.....	\$156.77	\$194.91
8000 L, 100 W, S.V., enclosed fixture, wood pole	\$148.93	\$187.05
8000 L, 100 W, S.V., enclosed fixture, steel pole	\$175.41	\$213.55
8000 L, 100 W, S.V., open fixture, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole)....	\$133.66	\$171.77
8000 L, 100 W, S.V., open fixture, steel pole.....	\$160.14	\$198.27
13500 L, 150 W, S.V., enclosed fixture, wood pole	\$155.12	\$193.23
13500 L, 150 W, S.V., enclosed fixture, steel pole	\$181.59	\$219.73
13500 L, 150 W, S.V., open fixture, wood pole.....	\$140.24	\$178.35
13500 L, 150 W, S.V., open fixture, steel pole.....	\$166.69	\$204.83
25500 L, 250 W, S.V., enclosed fixture, wood pole	\$175.84	\$213.92
25500 L, 250 W, S.V., enclosed fixture, steel pole	\$202.32	\$240.45
50000 L, 400 W, S.V., enclosed fixture, wood pole	\$208.95	\$247.03
50000 L, 400 W, S.V., enclosed fixture, steel pole	\$235.30	\$273.48

<u>Special Luminaire</u>			<u>Annual Rate Per Unit (1)</u>	
<u>Type</u>	<u>Style</u>	<u>Lamp Size</u>	<u>Lumens</u>	<u>Underground Wiring</u>
Decorative.....	Lantern HPS, 14' Decorative Pole, UG	100 W	8,000.....	\$328.18
Decorative.....	Lantern HPS, 14' Decorative Pole, UG	250 W	25,500.....	\$337.36
Decorative.....	Acorn HPS, 14' Decorative Pole, UG	100 W	8,000.....	\$332.98
Decorative.....	Acorn HPS, 14' Decorative Pole, UG	250 W	25,500.....	\$342.16
Decorative.....	5 Globe 70w HPS, 14' Decorative Pole, UG	350 W	25,000.....	\$887.45
Decorative.....	Single Globe HPS, 14' Decorative Pole, UG	70 W	5,000.....	\$287.54
Decorative.....	Single Globe HPS, 14' Decorative Pole, UG	100 W	8,000.....	\$290.08

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

Issued: October 26, 2007

Issued by: Gary Clemens, Regulatory Services

CANCELLED
December 3, 2008
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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

MUNICIPAL STREET LIGHTING SERVICE (Continued)
 ELECTRIC

	Annual Rate Per Unit (1)	
	Overhead Wiring	Underground Wiring
High Pressure Sodium Vapor - Unalux		
12000 L, 150 W, S.V., Open glassware, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole)	\$133.44	\$171.54
12000 L, 150 W, S.V., open glassware, steel pole	\$159.92	\$198.01
12000 L, 150 W, S.V., streamlined fixture, wood pole	\$149.32	\$187.44
12000 L, 150 W, S.V., streamlined fixture, steel pole	\$175.80	\$213.89
36000 L, 360 W, S.V., enclosed fixture, wood pole	\$201.51	\$239.59
36000 L, 360 W, S.V., enclosed fixture, steel pole	\$227.93	\$266.05
36000 L, 360 W, S.V., twin enclosed fixtures, 65 foot wood pole (2)	\$523.86	\$600.07
 High Pressure Sodium Vapor - Lucalox		
5000 L, 70 W, S.V., enclosed fixture, wood pole	\$146.40	\$184.51
5000 L, 70 W, S.V., enclosed fixture, steel pole	\$172.87	\$211.03
5000 L, 70 W, S.V., open fixture, wood pole	\$130.31	\$168.41
5000 L, 70 W, S.V., open fixture, steel pole	\$156.77	\$194.91
8000 L, 100 W, S.V., enclosed fixture, wood pole	\$148.93	\$187.05
8000 L, 100 W, S.V., enclosed fixture, steel pole	\$175.41	\$213.55
8000 L, 100 W, S.V., open fixture, wood pole	\$133.66	\$171.77
8000 L, 100 W, S.V., open fixture, steel pole	\$160.14	\$198.27
13500 L, 150 W, S.V., enclosed fixture, wood pole	\$155.12	\$193.23
13500 L, 150 W, S.V., enclosed fixture, steel pole	\$181.59	\$219.73
13500 L, 150 W, S.V., open fixture, wood pole	\$140.24	\$178.35
13500 L, 150 W, S.V., open fixture, steel pole	\$166.69	\$204.83
25500 L, 250 W, S.V., enclosed fixture, wood pole	\$175.84	\$213.92
25500 L, 250 W, S.V., enclosed fixture, steel pole	\$202.32	\$240.45
50000 L, 400 W, S.V., enclosed fixture, wood pole	\$208.95	\$247.03
50000 L, 400 W, S.V., enclosed fixture, steel pole	\$235.30	\$273.48

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

(2) Available only under special contract.

Issued: May 21, 2007
 Issued by: Gary Clemens, Regulatory Services

Effective: ~~June 20, 2007~~

CANCELLED
 November 26, 2007
 Missouri Public
 Service Commission

Filed
 Missouri Public
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May 31, 2007
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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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Aquila, Inc., dba

AQUILA NETWORKS

KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

MUNICIPAL STREET LIGHTING SERVICE (Continued)
ELECTRIC

	Annual Rate Per Unit (1)	
	Overhead Wiring	Underground Wiring
<u>High Pressure Sodium Vapor - Unalux</u>		
12000 L, 150 W, S.V., Open glassware, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$119.52	\$153.65
12000 L, 150 W, S.V., open glassware, steel pole	\$143.24	\$177.36
12000 L, 150 W, S.V., streamlined fixture, wood pole	\$133.75	\$167.89
12000 L, 150 W, S.V., streamlined fixture, steel pole	\$157.47	\$191.58
36000 L, 360 W, S.V., enclosed fixture, wood pole	\$180.49	\$214.60
36000 L, 360 W, S.V., enclosed fixture, steel pole	\$204.16	\$238.30
36000 L, 360 W, S.V., twin enclosed fixtures, 65 foot wood pole (2)	\$469.23	\$537.49
 <u>High Pressure Sodium Vapor - Lucalox</u>		
5000 L, 70 W, S.V., enclosed fixture, wood pole	\$131.13	\$165.27
5000 L, 70 W, S.V., enclosed fixture, steel pole	\$154.84	\$189.02
5000 L, 70 W, S.V., open fixture, wood pole.....	\$116.72	\$150.85
5000 L, 70 W, S.V., open fixture, steel pole.....	\$140.42	\$174.58
8000 L, 100 W, S.V., enclosed fixture, wood pole	\$133.40	\$167.54
8000 L, 100 W, S.V., enclosed fixture, steel pole	\$157.12	\$191.28
8000 L, 100 W, S.V., open fixture, wood pole.....	\$119.72	\$153.86
8000 L, 100 W, S.V., open fixture, steel pole.....	\$143.44	\$177.59
13500 L, 150 W, S.V., enclosed fixture, wood pole	\$138.94	\$173.08
13500 L, 150 W, S.V., enclosed fixture, steel pole	\$162.65	\$196.81
13500 L, 150 W, S.V., open fixture, wood pole.....	\$125.61	\$159.75
13500 L, 150 W, S.V., open fixture, steel pole.....	\$149.31	\$183.47
25500 L, 250 W, S.V., enclosed fixture, wood pole	\$157.50	\$191.61
25500 L, 250 W, S.V., enclosed fixture, steel pole	\$181.22	\$215.37
50000 L, 400 W, S.V., enclosed fixture, wood pole	\$187.16	\$221.27
50000 L, 400 W, S.V., enclosed fixture, steel pole	\$210.76	\$244.96

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

(2) Available only under special contract.

Issued: February 24, 2006

Issued by: Gary Clemens, Regulatory Services

Effective: ~~March 26, 2006~~

March 1, 2006

Aquila, Inc., dba**AQUILA NETWORKS****KANSAS CITY, MO 64138**

For Territory Served by Aquila Networks – MPS

MUNICIPAL STREET LIGHTING SERVICE (Continued)
ELECTRICAnnual Rate Per Unit (1)
Overhead Wiring Underground WiringHigh Pressure Sodium Vapor - Unalux

12000 L, 150 W, S.V., Open glassware, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole)	\$107.42	\$138.10
12000 L, 150 W, S.V., open glassware, steel pole	\$128.74	\$159.41
12000 L, 150 W, S.V., streamlined fixture, wood pole	\$120.21	\$150.90
12000 L, 150 W, S.V., streamlined fixture, steel pole	\$141.53	\$172.19
36000 L, 360 W, S.V., enclosed fixture, wood pole	\$162.22	\$192.88
36000 L, 360 W, S.V., enclosed fixture, steel pole	\$183.50	\$214.18
36000 L, 360 W, S.V., twin enclosed fixtures, 65 foot wood pole (2)	\$421.74	\$483.09

In addition to the above charges, Interim Energy Charge IEC-A will be added to each customer's bill on a per kWh basis. All or a portion of this charge is potentially refundable as described in Company's Interim Energy Charge Rider.

High Pressure Sodium Vapor - Lucalox

5000 L, 70 W, S.V., enclosed fixture, wood pole	\$117.86	\$148.54
5000 L, 70 W, S.V., enclosed fixture, steel pole	\$139.17	\$169.89
5000 L, 70 W, S.V., open fixture, wood pole	\$104.91	\$135.58
5000 L, 70 W, S.V., open fixture, steel pole	\$126.21	\$156.91
8000 L, 100 W, S.V., enclosed fixture, wood pole	\$119.90	\$150.58
8000 L, 100 W, S.V., enclosed fixture, steel pole	\$141.22	\$171.92
8000 L, 100 W, S.V., open fixture, wood pole	\$107.60	\$138.29
8000 L, 100 W, S.V., open fixture, steel pole	\$128.92	\$159.62
13500 L, 150 W, S.V., enclosed fixture, wood pole	\$124.88	\$155.56
13500 L, 150 W, S.V., enclosed fixture, steel pole	\$146.19	\$176.89
13500 L, 150 W, S.V., open fixture, wood pole	\$112.90	\$143.58
13500 L, 150 W, S.V., open fixture, steel pole	\$134.20	\$164.90
25500 L, 250 W, S.V., enclosed fixture, wood pole	\$141.56	\$172.22
25500 L, 250 W, S.V., enclosed fixture, steel pole	\$162.88	\$193.57
50000 L, 400 W, S.V., enclosed fixture, wood pole	\$168.22	\$198.88
50000 L, 400 W, S.V., enclosed fixture, steel pole	\$189.43	\$220.17

In addition to the above charges, Interim Energy Charge IEC-A will be added to each customer's bill on a per kWh basis. All or a portion of this charge is potentially refundable as described in Company's Interim Energy Charge Rider.

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

(2) Available only under special contract.

Cancelled**March 1, 2006****Public Service Commission
MISSOURI**

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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MUNICIPAL STREET LIGHTING SERVICE (Continued)
 ELECTRIC

ADDERS FOR ADDITIONAL FACILITIES

		<u>Annual Rate Per Unit (1)</u>	
		<u>Overhead Wiring</u>	<u>Underground Wiring</u>
a.	Wood pole and one (1) span of wire in addition to the pole supporting the fixture, per unit per year.....	\$17.65	N/A
b.	Steel pole and one (1) span of overhead wire in addition to the pole supporting the fixture, per unit per year.	\$50.76	N/A
c.	Break away bases for steel poles - each.....	\$27.93	\$27.93
d.	Rock removal per foot per year. This charge shall not apply if customer supplies the ditch and back fills or furnishes conduit in place to Company specifications. Rock removal referred to in this adder shall be for removal of rock that cannot be dug with conventional chain ditch-digging equipment.	N/A	\$1.99
		<u>Wood Pole</u>	<u>Steel Pole</u>
e.	Special mounting heights:		
	30 ft. (requiring 35 ft. wood pole or 30 ft. steel).....	\$17.18	\$58.27
	35 ft. (requiring 40 ft. wood pole or 35 ft. steel).....	\$46.52	\$85.17
	40 ft. (requiring 45 ft. wood pole or 40 ft. steel).....	\$51.48	\$133.17
	50 ft. (requiring 55 ft. wood pole or 50 ft. steel).....	\$93.08	\$296.86

TERMS OF PAYMENT

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

RULES AND REGULATIONS

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

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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KANSAS CITY, MO 64138

MUNICIPAL STREET LIGHTING SERVICE (Continued)
ELECTRIC

ADDERS FOR ADDITIONAL FACILITIES

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
a. Wood pole and one (1) span of wire in addition to the pole supporting the fixture, per unit per year.....	\$15.81	N/A
b. Steel pole and one (1) span of overhead wire in addition to the pole supporting the fixture, per unit per year.....	\$45.47	N/A
c. Break away bases for steel poles - each.	\$25.02	\$25.02
d. Rock removal per foot per year. This charge shall not apply if customer supplies the ditch and back fills or furnishes conduit in place to Company specifications. Rock removal referred to in this adder shall be for removal of rock that cannot be dug with conventional chain ditch-digging equipment.	N/A	\$1.78
	<u>Wood Pole</u>	<u>Steel Pole</u>
e. Special mounting heights:		
30 ft. (requiring 35 ft. wood pole or 30 ft. steel).....	\$15.39	\$52.19
35 ft. (requiring 40 ft. wood pole or 35 ft. steel).....	\$41.67	\$76.29
40 ft. (requiring 45 ft. wood pole or 40 ft. steel).....	\$46.11	\$119.28
50 ft. (requiring 55 ft. wood pole or 50 ft. steel).....	\$83.37	\$265.90

TERMS OF PAYMENT

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

RULES AND REGULATIONS

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

Issued: February 24, 2006

Effective: ~~March 26, 2006~~

Issued by: Gary Clemens, Regulatory Services

March 1, 2006

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

For Territory Served by Aquila Networks – MPS

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

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
a. Wood pole and one span of wire in addition to the pole supporting the fixture, per unit per year.....	\$14.21	N/A
b. Steel pole and one span of overhead wire in addition to the pole supporting the fixture, per unit per year.	\$40.87	N/A
c. Break away bases for steel poles - each.....	\$22.49	\$22.49
d. Rock removal per foot per year. This charge shall not apply if customer supplies the ditch and back fills or furnishes conduit in place to Company specifications. Rock removal referred to in this adder shall be for removal of rock that cannot be dug with conventional chain ditch-digging equipment.	N/A	\$1.60
	<u>Wood Pole</u>	<u>Steel Pole</u>
e. Special mounting heights:		
30 ft. (requiring 35 ft. wood pole or 30 ft. steel).....	\$13.83	\$46.91
35 ft. (requiring 40 ft. wood pole or 35 ft. steel).....	\$37.45	\$68.57
40 ft. (requiring 45 ft. wood pole or 40 ft. steel).....	\$41.44	\$107.21
50 ft. (requiring 55 ft. wood pole or 50 ft. steel).....	\$74.93	\$238.99

TERMS OF PAYMENT

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

RULES AND REGULATIONS

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

Cancelled

March 1, 2006

Public Service Commission
MISSOURI

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd Revised Sheet No. 91
 Canceling P.S.C. MO. No. 1 2nd Revised Sheet No. 91

Aquila, Inc., dba

AQUILA NETWORKS

KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

PRIVATE AREA LIGHTING SERVICE ELECTRIC

AVAILABILITY

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

	<u>Annual Rate Per Unit (1)</u>
<u>Mercury Vapor: FROZEN (2)</u>	<u>Overhead Wiring</u>

7700 L, M.V., open glassware, wood pole, (\$5.00 less where
 fixture may be installed on an existing distribution pole)\$115.84

7700 L, M.V., open glassware, steel pole\$157.83

7700 L, M.V., streamlined fixture, wood pole\$133.56

7700 L, M.V., streamlined fixture, steel pole\$175.45

10500 L, M.V., enclosed fixture, wood pole\$155.89

10500 L, M.V., enclosed fixture, steel pole\$197.78

21000 L, M.V., enclosed fixture, wood pole\$198.85

21000 L, M.V., enclosed fixture, steel pole\$238.59

54000 L, M.V., enclosed fixture, wood pole\$334.45

54000 L, M.V., enclosed fixture, steel pole\$360.89

High Pressure Sodium Vapor: Retrofit to Mercury Vapor Fixtures, Not Available for New Installations

12000 L, 150 W, S.V., open glassware, wood pole, (\$5.00
 less where fixture may be installed on an existing
 distribution pole)\$142.27

12000 L, 150 W, S.V., open glassware, steel pole\$184.21

12000 L, 150 W, S.V., streamlined fixture, wood pole\$159.92

12000 L, 150 W, S.V., streamlined fixture, steel pole\$201.85

36000 L, 360 W, S.V., enclosed fixture, wood pole\$223.51

36000 L, 360 W, S.V., enclosed fixture, steel pole\$263.24

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

(2) Mercury Vapor lamps and fixtures are limited to customers served under contracts initiated prior to November 26, 2007. Replacement of existing installed fixtures with similar mercury vapor fixtures will be limited to Company stocks of such fixtures. All existing mercury vapor lights shall be changed to high pressure sodium lights when maintenance or changeout is required. When these changeouts occur, the Net Rate per lamp per month will be changed to the high pressure sodium rate.

Issued: October 26, 2007

Issued by: Gary Clemens, Regulatory Services

CANCELLED
 December 3, 2008
 Missouri Public
 Service Commission

EN-2009-0164; JE-2009-0312

Effective: November 26, 2007

FILED
 Missouri Public
 Service Commission

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 91
 Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 91

Aquila, Inc., dba
AQUILA NETWORKS
KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

PRIVATE AREA LIGHTING SERVICE
 ELECTRIC

AVAILABILITY

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

Annual Rate Per Unit (1)
Overhead Wiring

7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$115.84
7700 L, M.V., open glassware, steel pole	\$157.83
7700 L, M.V., streamlined fixture, wood pole	\$133.56
7700 L, M.V., streamlined fixture, steel pole	\$175.45
10500 L, M.V., enclosed fixture, wood pole	\$155.89
10500 L, M.V., enclosed fixture, steel pole	\$197.78
21000 L, M.V., enclosed fixture, wood pole	\$198.85
21000 L, M.V., enclosed fixture, steel pole	\$238.59
54000 L, M.V., enclosed fixture, wood pole	\$334.45
54000 L, M.V., enclosed fixture, steel pole	\$360.89

High Pressure Sodium Vapor - Unalux

12000 L, 150 W, S.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$142.27
12000 L, 150 W, S.V., open glassware, steel pole	\$184.21
12000 L, 150 W, S.V., streamlined fixture, wood pole	\$159.92
12000 L, 150 W, S.V., streamlined fixture, steel pole	\$201.85
36000 L, 360 W, S.V., enclosed fixture, wood pole	\$223.51
36000 L, 360 W, S.V., enclosed fixture, steel pole	\$263.24

High Pressure Sodium Vapor - Lucalox

25500 L, 250 W, S.V., enclosed fixture, wood pole	\$189.08
25500 L, 250 W, S.V., enclosed fixture, steel pole	\$231.00
50000 L, 400 W, S.V., enclosed fixture, wood pole	\$230.99
50000 L, 400 W, S.V., enclosed fixture, steel pole	\$270.74

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

Issued: May 21, 2007
 Issued by: Gary Clemens, Regulatory Services

Effective: ~~June 20, 2007~~

CANCELLED
 November 26, 2007
 Missouri Public
 Service Commission

Filed
 Missouri Public
 Service Commission **ER-2007-0004**
 May 31, 2007

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 91
 Canceling P.S.C. MO. No. 1 Original Sheet No. 91

Aquila, Inc., dba

AQUILA NETWORKS

For Territory Served by Aquila Networks – MPS

KANSAS CITY, MO 64138

PRIVATE AREA LIGHTING SERVICE ELECTRIC

AVAILABILITY

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

Annual Rate Per Unit (1)Overhead Wiring

7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole)....	\$103.76
7700 L, M.V., open glassware, steel pole	\$141.37
7700 L, M.V., streamlined fixture, wood pole	\$119.63
7700 L, M.V., streamlined fixture, steel pole	\$157.15
10500 L, M.V., enclosed fixture, wood pole	\$139.63
10500 L, M.V., enclosed fixture, steel pole	\$177.15
21000 L, M.V., enclosed fixture, wood pole	\$178.11
21000 L, M.V., enclosed fixture, steel pole	\$213.71
54000 L, M.V., enclosed fixture, wood pole	\$299.57
54000 L, M.V., enclosed fixture, steel pole	\$323.25

High Pressure Sodium Vapor - Unalux

12000 L, 150 W, S.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$127.43
12000 L, 150 W, S.V., open glassware, steel pole	\$165.00
12000 L, 150 W, S.V., streamlined fixture, wood pole	\$143.24
12000 L, 150 W, S.V., streamlined fixture, steel pole	\$180.80
36000 L, 360 W, S.V., enclosed fixture, wood pole	\$200.20
36000 L, 360 W, S.V., enclosed fixture, steel pole	\$235.79

High Pressure Sodium Vapor - Lucalox

25500 L, 250 W, S.V., enclosed fixture, wood pole	\$169.36
25500 L, 250 W, S.V., enclosed fixture, steel pole	\$206.91
50000 L, 400 W, S.V., enclosed fixture, wood pole	\$206.90
50000 L, 400 W, S.V., enclosed fixture, steel pole	\$242.50

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

Issued: February 24, 2006

Effective: ~~March 26, 2006~~

Issued by: Gary Clemens, Regulatory Services

March 1, 2006

Aquila, Inc., dba**AQUILA NETWORKS****KANSAS CITY, MO 64138**

For Territory Served by Aquila Networks – MPS

PRIVATE AREA LIGHTING SERVICE ELECTRIC

AVAILABILITY

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

Annual Rate Per Unit (1)Overhead Wiring

7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$93.26
7700 L, M.V., open glassware, steel pole	\$127.07
7700 L, M.V., streamlined fixture, wood pole	\$107.52
7700 L, M.V., streamlined fixture, steel pole	\$141.25
10500 L, M.V., enclosed fixture, wood pole	\$125.50
10500 L, M.V., enclosed fixture, steel pole	\$159.22
21000 L, M.V., enclosed fixture, wood pole	\$160.08
21000 L, M.V., enclosed fixture, steel pole	\$192.08
54000 L, M.V., enclosed fixture, wood pole	\$269.25
54000 L, M.V., enclosed fixture, steel pole	\$290.54

In addition to the above charges, Interim Energy Charge IEC-A will be added to each customer's bill on a per kWh basis. All or a portion of this charge is potentially refundable as described in Company's Interim Energy Charge Rider.

CancelledHigh Pressure Sodium Vapor - Unalux

12000 L, 150 W, S.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$114.53
12000 L, 150 W, S.V., open glassware, steel pole	\$148.30
12000 L, 150 W, S.V., streamlined fixture, wood pole.....	\$128.74
12000 L, 150 W, S.V., streamlined fixture, steel pole	\$162.50

March 1, 2006**Public Service Commission
MISSOURI**

36000 L, 360 W, S.V., enclosed fixture, wood pole	\$179.94
36000 L, 360 W, S.V., enclosed fixture, steel pole	\$211.93

High Pressure Sodium Vapor - Lucalox

25500 L, 250 W, S.V., enclosed fixture, wood pole	\$152.22
25500 L, 250 W, S.V., enclosed fixture, steel pole	\$185.97
50000 L, 400 W, S.V., enclosed fixture, wood pole	\$185.96
50000 L, 400 W, S.V., enclosed fixture, steel pole	\$217.96

In addition to the above charges, Interim Energy Charge IEC-A will be added to each customer's bill on a per kWh basis. All or a portion of this charge is potentially refundable as described in Company's Interim Energy Charge Rider.

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

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd Revised Sheet No. 92
 Canceling P.S.C. MO. No. 1 2nd Revised Sheet No. 92

Aquila, Inc., dba

AQUILA NETWORKS

KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

PRIVATE AREA LIGHTING SERVICE (Continued)
ELECTRIC

Annual Rate Per Unit (1)
Overhead Wiring

High Pressure Sodium Vapor

5000 L, 70 W, S.V., enclosed fixture, wood pole	\$134.28
5000 L, 70 W, S.V., enclosed fixture, steel pole	\$176.20
8000 L, 100 W, S.V., enclosed fixture, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole)..	\$140.35
8000 L, 100 W, S.V., enclosed fixture, steel pole	\$182.27
13500 L, 150 W, S.V., enclosed fixture, wood pole	\$150.48
13500 L, 150 W, S.V., enclosed fixture, steel pole	\$192.40
25500 L, 250 W, S.V., enclosed fixture, wood pole	\$189.08
25500 L, 250 W, S.V., enclosed fixture, steel pole	\$231.00
50000 L, 400 W, S.V., enclosed fixture, wood pole	\$230.99
50000 L, 400 W, S.V., enclosed fixture, steel pole	\$270.74

Directional Floodlighting

High Pressure Sodium Vapor

27500 L, 250 W, S.V., enclosed fixture, existing wood pole	\$352.82
27500 L, 250 W, S.V., enclosed fixture, wood pole required	\$370.48
50000 L, 400 W, S.V., enclosed fixture, existing wood pole	\$397.61
50000 L, 400 W, S.V., enclosed fixture, wood pole required	\$415.26
140000 L, 1000 W, S.V., enclosed fixture, existing wood pole	\$671.26
140000 L, 1000 W, S.V., enclosed fixture, wood pole required	\$688.93

Metal Halide

20,500 L, 250 W, M.H., enclosed fixture, existing wood pole	\$380.01
20,500 L, 250 W, M.H., enclosed fixture, wood pole required	\$397.67
20,500 L, 250 W, M.H., enclosed fixture, steel pole required	\$437.32
36,000 L, 400 W, M.H., enclosed fixture, existing wood pole	\$406.33
36,000 L, 400 W, M.H., enclosed, fixture, wood pole required	\$423.97
36,000 L, 400 W, M.H., enclosed fixture, steel pole required	\$463.69
110,000 L, 1000 W, M.H., enclosed fixture, existing wood pole	\$688.71
110,000 L, 1000 W, M.H., enclosed fixture, wood pole required ...	\$706.38
110,000 L, 1000 W, M.H., enclosed fixture, steel pole required	\$746.08

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

Issued: October 26, 2007

Issued by: Gary Clemens, Regulatory Services

CANCELLED
December 3, 2008
Missouri Public
Service Commission
EN-2009-0164; JE-2009-0312

Effective: November 26, 2007

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Missouri Public
Service Commission

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 92
 Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 92

Aquila, Inc., dba
AQUILA NETWORKS
KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

PRIVATE AREA LIGHTING SERVICE (Continued)
 ELECTRIC

Annual Rate Per Unit (1)
Overhead Wiring

Directional Floodlighting

High Pressure Sodium Vapor - Lucalox

27500 L, 250 W, S.V., enclosed fixture, existing wood pole	\$352.82
27500 L, 250 W, S.V., enclosed fixture, wood pole required	\$370.48
50000 L, 400 W, S.V., enclosed fixture, existing wood pole	\$397.61
50000 L, 400 W, S.V., enclosed fixture, wood pole required	\$415.26
140000 L, 1000 W, S.V., enclosed fixture, existing wood pole.....	\$671.26
140000 L, 1000 W, S.V., enclosed fixture, wood pole required.....	\$688.93

Metal Halide

20,500 L, 250 W, M.H., enclosed fixture, existing wood pole.....	\$380.01
20,500 L, 250 W, M.H., enclosed fixture, wood pole required	\$397.67
20,500 L, 250 W, M.H., enclosed fixture, steel pole required.....	\$437.32

36,000 L, 400 W, M.H., enclosed fixture, existing wood pole.....	\$406.33
36,000 L, 400 W, M.H., enclosed, fixture, wood pole required	\$423.97
36,000 L, 400 W, M.H., enclosed fixture, steel pole required.....	\$463.69

110,000 L, 1000 W, M.H., enclosed fixture, existing wood pole	\$688.71
110,000 L, 1000 W, M.H., enclosed fixture, wood pole required	\$706.38
110,000 L, 1000 W, M.H., enclosed fixture, steel pole required	\$746.08

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

ADDERS FOR ADDITIONAL FACILITIES

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
a. Wood pole and one (1) span of wire in addition to the pole supporting the fixture, per unit per year.....	\$17.65	N/A
b. Steel pole and one (1) span of overhead wire in addition to the pole supporting the fixture, per unit per year.	\$57.37	N/A
c. Underground wiring for private lighting per year in excess of that for overhead wiring.	N/A	\$0.56
d. Underground wiring for private lighting under concrete per foot per year in excess of that for overhead wiring.	N/A	\$2.53
e. Break away bases for steel poles - each.....	\$27.93	\$27.93
f. Rock removal per foot per year.*	N/A	\$1.99

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

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

Issued: May 21, 2007
 Issued by: Gary Clemens, Regulatory Services

Effective: ~~June 20, 2007~~

CANCELLED
 November 26, 2007
 Missouri Public
 Service Commission

Filed
 Missouri Public
 Service Commission

May 31, 2007
ER-2007-0004

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 92
 Canceling P.S.C. MO. No. 1 Original Sheet No. 92

Aquila, Inc., dba

AQUILA NETWORKS

KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

PRIVATE AREA LIGHTING SERVICE (Continued)
ELECTRIC

Annual Rate Per Unit (1)
Overhead Wiring

Directional Floodlighting

High Pressure Sodium Vapor - Lucalox

27500 L, 250 W, S.V., enclosed fixture, existing wood pole	\$316.02
27500 L, 250 W, S.V., enclosed fixture, wood pole required	\$331.84
50000 L, 400 W, S.V., enclosed fixture, existing wood pole	\$356.14
50000 L, 400 W, S.V., enclosed fixture, wood pole required	\$371.95
140000 L, 1000 W, S.V., enclosed fixture, existing wood pole	\$601.25
140000 L, 1000 W, S.V., enclosed fixture, wood pole required	\$617.08

Metal Halide

20,500 L, 250 W, M.H., enclosed fixture, existing wood pole	\$340.38
20,500 L, 250 W, M.H., enclosed fixture, wood pole required	\$356.20
20,500 L, 250 W, M.H., enclosed fixture, steel pole required	\$391.71

36,000 L, 400 W, M.H., enclosed fixture, existing wood pole	\$363.95
36,000 L, 400 W, M.H., enclosed, fixture, wood pole required	\$379.75
36,000 L, 400 W, M.H., enclosed fixture, steel pole required	\$415.33

110,000 L, 1000 W, M.H., enclosed fixture, existing wood pole	\$616.88
110,000 L, 1000 W, M.H., enclosed fixture, wood pole required ...	\$632.71
110,000 L, 1000 W, M.H., enclosed fixture, steel pole required	\$668.27

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

ADDERS FOR ADDITIONAL FACILITIES

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
a. Wood pole and one (1) span of wire in addition to the pole supporting the fixture, per unit per year.....	\$15.81	N/A
b. Steel pole and one (1) span of overhead wire in addition to the pole supporting the fixture, per unit per year.....	\$51.39	N/A
c. Underground wiring for private lighting per year in excess of that for overhead wiring.	N/A	\$0.50
d. Underground wiring for private lighting under concrete per foot per year in excess of that for overhead wiring.	N/A	\$2.27
e. Break away bases for steel poles - each.	\$25.02	\$25.02
f. Rock removal per foot per year.*	N/A	\$1.78

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

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

Issued: February 24, 2006

Issued by: Gary Clemens, Regulatory Services

Effective: ~~March 26, 2006~~

March 1, 2006

**Aquila, Inc., dba
 AQUILA NETWORKS
 KANSAS CITY, MO 64138**

For Territory Served by Aquila Networks – MPS

PRIVATE AREA LIGHTING SERVICE (Continued)
 ELECTRIC

Annual Rate Per Unit (1)
Overhead Wiring

Directional Floodlighting

High Pressure Sodium Vapor - Lucalox

27500 L, 250 W, S.V., enclosed fixture, existing wood pole	\$284.04
27500 L, 250 W, S.V., enclosed fixture, wood pole required	\$298.26
50000 L, 400 W, S.V., enclosed fixture, existing wood pole	\$320.10
50000 L, 400 W, S.V., enclosed fixture, wood pole required	\$334.31
140000 L, 1000 W, S.V., enclosed fixture, existing wood pole.....	\$540.40
140000 L, 1000 W, S.V., enclosed fixture, wood pole required.....	\$554.63

Cancelled

Metal Halide

20,500 L, 250 W, M.H., enclosed fixture, existing wood pole.....	\$305.93
20,500 L, 250 W, M.H., enclosed fixture, wood pole required	\$320.15
20,500 L, 250 W, M.H., enclosed fixture, steel pole required.....	\$352.12

March 1, 2006

Public Service Commission
 MISSOURI

36,000 L, 400 W, M.H., enclosed fixture, existing wood pole.....	\$327.12
36,000 L, 400 W, M.H., enclosed, fixture, wood pole required	\$341.32
36,000 L, 400 W, M.H., enclosed fixture, steel pole required.....	\$373.30

110,000 L, 1000 W, M.H., enclosed fixture, existing wood pole	\$554.45
110,000 L, 1000 W, M.H., enclosed fixture, wood pole required	\$568.68
110,000 L, 1000 W, M.H., enclosed fixture, steel pole required	\$600.64

In addition to the above charges, Interim Energy Charge IEC-A will be added to each customer's bill on a per kWh basis. All or a portion of this charge is potentially refundable as described in Company's Interim Energy Charge Rider.

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

ADDERS FOR ADDITIONAL FACILITIES

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
a. Wood pole and one span of wire in addition to the pole supporting the fixture, per unit per year.....	\$14.21	N/A
b. Steel pole and one span of overhead wire in addition to the pole supporting the fixture, per unit per year.	\$46.19	N/A
c. Underground wiring for private lighting per year in excess of that for overhead wiring.	N/A	\$0.45
d. Underground wiring for private lighting under concrete per foot per year in excess of that for overhead wiring.	N/A	\$2.04
e. Break away bases for steel poles - each.....	\$22.49	\$22.49
f. Rock removal per foot per year.*	N/A	\$1.60

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

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

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 93
 Canceling P.S.C. MO. No. 1 Original Sheet No. 93

Aquila, Inc., dba

AQUILA NETWORKS

For Territory Served by Aquila Networks – MPS

KANSAS CITY, MO 64138

PRIVATE AREA LIGHTING SERVICE (Continued)
ELECTRIC

ADDERS FOR ADDITIONAL FACILITIES

		<u>Annual Rate Per Unit</u>	
		<u>Overhead Wiring</u>	<u>Underground Wiring</u>
a.	Wood pole and one (1) span of wire in addition to the pole supporting the fixture, per unit per year.....	\$17.65	N/A
b.	Steel pole and one (1) span of overhead wire in addition to the pole supporting the fixture, per unit per year.....	\$57.37	N/A
c.	Underground wiring for private lighting per year in excess of that for overhead wiring.	N/A	\$0.56
d.	Underground wiring for private lighting under concrete per foot per year in excess of that for overhead wiring.	N/A	\$2.53
e.	Break away bases for steel poles - each.	\$27.93	\$27.93
f.	Rock removal per foot per year.*	N/A	\$1.99

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

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

TERMS OF PAYMENT

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

RULES AND REGULATIONS

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

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Sheet No. 93
Canceling P.S.C. MO. No. _____ Sheet No. _____

Aquila, Inc., dba

AQUILA NETWORKS

KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

PRIVATE AREA LIGHTING SERVICE (Continued)
ELECTRIC

TERMS OF PAYMENT

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

RULES AND REGULATIONS

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

Issued: April 14, 2004
Issued by: Dennis Williams, Regulatory Services

Effective: April 22, 2004

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 94
Canceling P.S.C. MO. No. 1 Original Sheet No. 94

Aquila, Inc., dba
AQUILA NETWORKS
KANSAS CITY, MO 64138

For Territory Served by Aquila Networks – MPS

MUNICIPAL STREET LIGHTING AND PRIVATE AREA LIGHTING SERVICE
ELECTRIC

SPECIAL RULES AND REGULATIONS

MUNICIPAL STREET LIGHTING AND PRIVATE AREA LIGHTING

Service will be furnished under Company Rules and Regulations and the following additional rules and regulations.

All poles, wires, fixtures, and other facilities for supplying this lighting service shall be installed and owned by Company.

Company shall select style and make of lighting facilities provided within each type system for which rates are listed. Lighting will not be installed on poles or structures not owned or leased by Company.

Company will replace burned-out lamps and will maintain all poles, wires, fixtures, etc., with no additional charge to the customer. The glassware is to be cleaned when the lamp is replaced.

The lights will burn every night from dusk until daylight.

The lamp lumen ratings stated in these rate schedules are nominal ratings and may change from time to time depending on the lamp availability from lamp suppliers.

These rates anticipate lighting facilities remaining in service on the average, the full depreciation period of the facilities, and with only minor normal repair.

These rates are for either series or multiple units and for overhead wiring unless otherwise specified herein. It will be at Company's option whether power is supplied to the lighting units with multiple or with series circuits.

These rates contemplate Company having the option of type and frequency of patrol as well as lamp replacement or repair, except that the lamps may not be permitted to be left off for unreasonable periods when Company is aware such lights are not burning, unless the customer approves such outage. No refunds shall be made when lights have been out reasonable periods because reasonable lengths of outages are anticipated from time to time in the schedule.

These rates do not include any franchise or occupational tax.

The "Tax and License Rider," and "Fuel Adjustment Clause" are applicable to all charges under these schedules.

MUNICIPAL STREET LIGHTING ONLY

Replacement, with different size or type, of lighting units installed after the effective date hereof shall be limited to no such replacements the first three (3) years and to ten percent (10%) of any one (1) size or type of existing units in any one (1) year thereafter for each city or community unless approved by Company.

The charges to cities for street lighting with underground wiring anticipate average length of underground wiring per street lighting unit of not more than two hundred fifty (250) feet and individual installations of not more than four hundred (400) feet. Installations requiring greater than two hundred fifty (250) feet per unit average and individual installations greater than four hundred (400) feet will be served under special contract.

Standard street lighting rates without adders for additional mounting heights anticipate maximum mounting heights of thirty-one (31) feet.

Issued: May 21, 2007
Issued by: Gary Clemens, Regulatory Services

CANCELLED
December 3, 2008
Missouri Public
Service Commission
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May 31, 2007

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Missouri Public
Service Commission **ER-2007-0004**

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

For Territory Served by Aquila Networks – MPS

KANSAS CITY, MO 64138MUNICIPAL STREET LIGHTING AND PRIVATE AREA LIGHTING SERVICE
ELECTRICSPECIAL RULES AND REGULATIONSMUNICIPAL STREET LIGHTING AND PRIVATE AREA LIGHTING

Service will be furnished under Company Rules and Regulations and the following additional rules and regulations.

All poles, wires, fixtures, and other facilities for supplying this lighting service shall be installed and owned by Company.

Company shall select style and make of lighting facilities provided within each type system for which rates are listed. Lighting will not be installed on poles or structures not owned or leased by Company.

Company will replace burned-out lamps and will maintain all poles, wires, fixtures, etc., with no additional charge to the customer. The glassware is to be cleaned when the lamp is replaced.

The lights will burn every night from dusk until daylight.

The lamp lumen ratings stated in these rate schedules are nominal ratings and may change from time to time depending on the lamp availability from lamp suppliers.

These rates anticipate lighting facilities remaining in service on the average, the full depreciation period of the facilities, and with only minor normal repair.

These rates are for either series or multiple units and for overhead wiring unless otherwise specified herein. It will be at Company's option whether power is supplied to the lighting units with multiple or with series circuits.

These rates contemplate Company having the option of type and frequency of patrol as well as lamp replacement or repair, except that the lamps may not be permitted to be left off for unreasonable periods when Company is aware such lights are not burning, unless the customer approves such outage. No refunds shall be made when lights have been out reasonable periods because reasonable lengths of outages are anticipated from time to time in the schedule.

These rates do not include any franchise or occupational tax. The "Tax and License Rider" is applicable to all charges under these schedules.

MUNICIPAL STREET LIGHTING ONLY

Replacement, with different size or type, of lighting units installed after the effective date hereof shall be limited to no such replacements the first three years and to ten percent (10%) of any one size or type of existing units in any one year thereafter for each city or community unless approved by Company.

The charges to cities for street lighting with underground wiring anticipate average length of underground wiring per street lighting unit of not more than 250 feet and individual installations of not more than 400 feet. Installations requiring greater than 250 feet per unit average and individual installations greater than 400 feet will be served under special contract.

Standard street lighting rates without adders for additional mounting heights anticipate maximum mounting heights of 31 feet.

Issued: April 14, 2004

Effective: April 22, 2004

Issued by: Dennis Williams, Regulatory Services

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No.	<u>1</u>	<u>2nd</u>	Revised Sheet No.	<u>95</u>
Canceling P.S.C. MO. No.	<u>1</u>	<u>1st</u>	Revised Sheet No.	<u>95</u>

Aquila, Inc., dba**AQUILA NETWORKS****KANSAS CITY, MO 64138**

For Territory Served by Aquila Networks – MPS

NON-STANDARD STREET AND AREA LIGHT FACILITIES ELECTRIC

AVAILABILITY

This schedule is available to all customers, otherwise qualified to receive service under the Municipal Street Lighting Service or the Private Area Lighting Service, that desire to have non-standard lighting facilities installed and maintained by Company or desire to purchase, own, install and maintain non-standard lighting facilities for which Company provides unmetered energy service.

COMPANY OWNED FACILITIES

Company will purchase, install, own and maintain non-standard, decorative or ornamental street or private area lights where customer agrees to a monthly charge (rate adder) in addition to the monthly charge for an equivalent standard light. An equivalent standard light is a light contained on the Municipal Street Lighting Service or the Private Area Lighting Service Schedules that is the same size (in lumens and watts) and same type (high pressure sodium vapor, metal halide, etc.) as the non-standard light. The rate adder shall be calculated as one and one-half percent (1.5%) of the difference between the installed cost of the non-standard light and the installed cost of the equivalent standard light. The monthly charge shall be the sum of the rate adder and the monthly charge for the equivalent standard light.

The "Tax and License Rider," and "Fuel Adjustment Clause" are applicable to all charges under these schedules.

CUSTOMER OWNED FACILITIES, MON64

Where the customer agrees to purchase, install, own and maintain street or area lights, Company will provide unmetered energy only service to those lights. The rate for unmetered energy only service shall be \$0.0482 per kWh per month. The energy consumption in kWh for billing purposes shall be assumed to be the same as the energy consumption of an equivalent standard light as defined above.

The "Tax and License Rider," and "Fuel Adjustment Clause" are applicable to all charges under these schedules.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 95
 Canceling P.S.C. MO. No. 1 Original Sheet No. 95

Aquila, Inc., dba

AQUILA NETWORKS

For Territory Served by Aquila Networks – MPS

KANSAS CITY, MO 64138

NON-STANDARD STREET AND AREA LIGHT FACILITIES ELECTRIC

AVAILABILITY

This schedule is available to all customers, otherwise qualified to receive service under the Municipal Street Lighting Service or the Private Area Lighting Service, that desire to have non-standard lighting facilities installed and maintained by Company or desire to purchase, own, install and maintain non-standard lighting facilities for which Company provides unmetered energy service.

COMPANY OWNED FACILITIES

Company will purchase, install, own and maintain non-standard, decorative or ornamental street or private area lights where customer agrees to a monthly charge (rate adder) in addition to the monthly charge for an equivalent standard light. An equivalent standard light is a light contained on the Municipal Street Lighting Service or the Private Area Lighting Service Schedules that is the same size (in lumens and watts) and same type (high pressure sodium vapor, metal halide, etc.) as the non-standard light. The rate adder shall be calculated as one and one-half percent (1.5%) of the difference between the installed cost of the non-standard light and the installed cost of the equivalent standard light. The monthly charge shall be the sum of the rate adder and the monthly charge for the equivalent standard light.

CUSTOMER OWNED FACILITIES, MON64

Where the customer agrees to purchase, install, own and maintain street or area lights, Company will provide unmetered energy only service to those lights. The rate for unmetered energy only service shall be \$0.0432 per kWh per month. The energy consumption in kWh for billing purposes shall be assumed to be the same as the energy consumption of an equivalent standard light as defined above.

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Effective: ~~March 26, 2006~~

March 1, 2006

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

For Territory Served by Aquila Networks – MPS

KANSAS CITY, MO 64138

NON-STANDARD STREET AND AREA LIGHT FACILITIES ELECTRIC

AVAILABILITY

This schedule is available to all customers, otherwise qualified to receive service under the Municipal Street Lighting Service or the Private Area Lighting Service, that desire to have non-standard lighting facilities installed and maintained by Company or desire to purchase, own, install and maintain non-standard lighting facilities for which Company provides unmetered energy service.

COMPANY OWNED FACILITIES

Company will purchase, install, own and maintain non-standard, decorative or ornamental street or private area lights where customer agrees to a monthly charge (rate adder) in addition to the monthly charge for an equivalent standard light. An equivalent standard light is a light contained on the Municipal Street Lighting Service or the Private Area Lighting Service Schedules that is the same size (in lumens and watts) and same type (high pressure sodium vapor, metal halide, etc.) as the non-standard light. The rate adder shall be calculated as 1.5 percent of the difference between the installed cost of the non-standard light and the installed cost of the equivalent standard light. The monthly charge shall be the sum of the rate adder and the monthly charge for the equivalent standard light.

In addition to the above charges, Interim Energy Charge IEC-A will be added to each customer's bill on a per kWh basis. All or a portion of this charge is potentially refundable as described in Company's Interim Energy Charge Rider.

CUSTOMER OWNED FACILITIES

Where the customer agrees to purchase, install, own and maintain street or area lights, Company will provide unmetered energy only service to those lights. The rate for unmetered energy only service shall be \$0.0388 per kWh per month. The energy consumption in kWh for billing purposes shall be assumed to be the same as the energy consumption of an equivalent standard light as defined above.

In addition to the above charges, Interim Energy Charge IEC-A will be added to each customer's bill on a per kWh basis. All or a portion of this charge is potentially refundable as described in Company's Interim Energy Charge Rider.

Cancelled

March 1, 2006

Public Service Commission
MISSOURI

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

This Rider is available to any nonresidential Customer, except those on the Real Time Price Program, that has a peak demand in the past 12 months exceeding 500 kW and that has a contract with the Company for service under this Rider. Availability is further subject to the economic and technical feasibility of required metering equipment. The decision to execute a contract with any Customer under this Rider is subject to the sole discretion of the Company. The decision to reduce load upon request of the Company is subject to the sole discretion of each eligible Customer.

CONDITIONS

1. Term of Contract: Contracts under this Rider shall extend from the date the contract is signed until the immediate following September 30 after the date the Customer signs the contract and shall be automatically renewed in one (1) year increments thereafter unless terminated in writing by one party to the other six (6) months in advance of the next September 30. Execution of a contract between the Company and the Customer does not bind the Customer to reduce load in response to any specific Load Reduction request of the Company. However, a Customer's affirmative written response to Load Reduction requests, as described in the Notification Procedure section, determines the Load Reduction periods in which the Company will apply the billing provisions of this Rider for each Customer.
2. Notification Procedure: At its sole discretion, the Company may request that Customers having Voluntary Load Reduction contracts participate in Load Reduction at any time during the year. Since the Company may not need maximum participation in every instance, not all Customers with contracts under this Rider must be notified of any specific Load Reduction request. At the time of requesting a period of Load Reduction, the Company also will notify Customers of the credit value per kWh of Load Reduction. After each request, a Customer desiring to participate in the requested Load Reduction must inform the Company in writing (including either fax or electronic mail) of the Customer's willingness to participate in the Load Reduction. Eligibility for a billing credit under this Rider shall be based upon the Company receiving such written notice within two hours of the time of the Company's request.
3. Previous Daily Peaks: The kW loads (on an average, fixed hourly basis) that the Customer used on the Company's system on the most recent non-holiday weekday on which no Voluntary Load Reduction was requested. Holidays are Memorial Day, Independence Day, and Labor Day, or any day celebrated as such.
4. Credit Amount: The amount of kWh eligible for Load Reduction credit shall be calculated as ninety (90) percent of the Previous Daily Peaks corresponding to the hours of the requested Load Reduction, minus the Customer's actual load in each respective hour, and sum across all hours. If these net kWh values, when multiplied by the credit per kWh, result in a negative total credit value for the billing month, no credit shall be applied to the bill. Credits for performance under this Rider shall appear as a part of the Customer's regular monthly billing and shall be applied before any applicable taxes. All other billing, operational, and related provisions of other applicable rate schedules shall remain in effect. Application of a credit for Voluntary Load Reduction shall be independent of the tariff pricing otherwise applicable.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd Revised Sheet No. 97
Canceling P.S.C. MO. No. 1 2nd Revised Sheet No. 97

Aquila, Inc., dba

KCP&L Greater Missouri Operations Company

For Territory Formerly Served by

KANSAS CITY, MO 64106

Aquila Networks - L&P and Aquila Networks - MPS

VOLUNTARY LOAD REDUCTION RIDER (Continued)

ELECTRIC

CONDITIONS (Continued)

5. Special Provisions for MPOWER Customers: At its discretion, the Company may request that Customers served on the MPOWER Rider also participate in Voluntary Load Reduction at any time during the year. A separate Contract for service on the Voluntary Load Reduction (VLR) Rider is not required for these customers. Such customers will be subject to the provisions of the VLR Rider except as specifically provided in this paragraph. If a MPOWER Rider occurs during the same period as a Voluntary Load Reduction, the amount of kWh to which the Voluntary Load Reduction credit will be applied shall be calculated by subtracting the Customer's actual load in each hour from the Firm Power Level (as defined in the MPOWER rider), setting the negative differences to zero, and summing these differences across all load reduction hours. If a MPOWER Rider does not occur during the same period as a Voluntary Load Reduction, the amount of kWh to which the Voluntary Load Reduction credit will be applied shall be calculated by subtracting the Customer's actual load in each hour from ninety (90) percent of the Estimated Peak Load (as defined in the MPOWER rider), and summing these differences across all load reduction hours in each calendar day. This sum of the net kWh values then will be multiplied by the credit value per kWh to derive the total bill credit for each day on which the Customer has responded affirmatively to the Company's load reduction request. If the sum of the net kWh values is negative for any calendar day, no credit shall be applied to the bill for that day.

6. Company Equipment: The Customer shall allow the Company to install and maintain the appropriate metering equipment necessary to ensure compliance under the Rider. Such equipment shall be owned and installed by the Company at no cost to the Customer. The Company may provide Customer with access to software for real-time meter information for \$92.66 per month. The Customer will provide a personal computer, telephone line, modem, and other items or personnel necessary to make use of the software.

October 11, 2008

Issued: August 11, 2008
Issued by: Chris Giles, Regulatory Affairs

Effective: ~~September 10, 2008~~

CANCELLED
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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 97
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 97

Aquila, Inc., dba

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

VOLUNTARY LOAD REDUCTION RIDER (Continued)
ELECTRIC

CONDITIONS (Continued)

5. Company Equipment: The Customer shall allow the Company to install and maintain the appropriate metering equipment necessary to ensure compliance under the Rider. Such equipment shall be owned and installed by the Company at no cost to the Customer. The Company may provide Customer with access to software for real-time meter information for \$92.66 per month. The Customer will provide a personal computer, telephone line, modem, and other items or personnel necessary to make use of the software.

FORM OF CONTRACT

This Agreement, made this _____ day of _____, _____, by and between Aquila Networks, a division of Aquila, Inc., hereinafter referred to as the "Company", and

_____ Customer name

_____ Customer Account #

_____ Address

_____ Customer Contact _____ Electronic Mail _____ Telephone _____ Fax Telephone

_____ Customer Contact (Alt.) _____ Electronic Mail _____ Telephone _____ Fax Telephone

hereinafter referred to as the "Customer".

WITNESSETH:

Whereas, the Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Voluntary Load Reduction Rider Schedule VLR (Rider), and;

Whereas, the Company has determined that the Customer meets the Availability provisions of the Rider, and;

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

CANCELLED
October 11, 2008
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Service Commission

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Filed

May 31, 2007

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Service Commission

ER-2007-0004

Aquila, Inc., dba

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

VOLUNTARY LOAD REDUCTION RIDER (Continued)
ELECTRIC

CONDITIONS (Continued)

5. Company Equipment: The Customer shall allow the Company to install and maintain the appropriate metering equipment necessary to ensure compliance under the Rider. Such equipment shall be owned and installed by the Company at no cost to the Customer. The Company may provide Customer with access to software for real-time meter information for \$83.00 per month. The Customer will provide a personal computer, telephone line, modem, and other items or personnel necessary to make use of the software.

FORM OF CONTRACT

This Agreement, made this _____ day of _____, _____, by and between Aquila Networks, a division of Aquila, Inc., hereinafter referred to as the "Company", and

_____ Customer name

_____ Customer Account #

_____ Address

_____ Customer Contact _____ Electronic Mail _____ Telephone _____ Fax Telephone

_____ Customer Contact (Alt.) _____ Electronic Mail _____ Telephone _____ Fax Telephone

hereinafter referred to as the "Customer".

WITNESSETH:

Whereas, the Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Voluntary Load Reduction Rider Schedule VLR (Rider), and;

Whereas, the Company has determined that the Customer meets the Availability provisions of the Rider, and;

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

Issued: February 24, 2006

Issued by: Gary Clemens, Regulatory Services

Effective: ~~March 26, 2006~~

March 1, 2006

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Missouri Public
Service Commission

ER-2006-0436

Aquila, Inc., dba

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

VOLUNTARY LOAD REDUCTION RIDER (Continued)
ELECTRIC

CONDITIONS (Continued)

5. Company Equipment: The Customer shall allow the Company to install and maintain the appropriate metering equipment necessary to ensure compliance under the Rider. Such equipment shall be owned and installed by the Company at no cost to the Customer. The Company may provide Customer with access to software for real-time meter information for \$76.96 per month. The Customer will provide a personal computer, telephone line, modem, and other items or personnel necessary to make use of the software.

FORM OF CONTRACT

This Agreement, made this _____ day of _____, _____, by and between Aquila Networks, a division of Aquila, Inc., hereinafter referred to as the "Company", and

Cancelled

Customer name

March 1, 2006

**Public Service Commission
MISSOURI**

Customer Account #

Address

Customer Contact

Electronic Mail

Telephone

Fax Telephone

Customer Contact (Alt.)

Electronic Mail

Telephone

Fax Telephone

hereinafter referred to as the "Customer".

WITNESSETH:

Whereas, the Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Voluntary Load Reduction Rider Schedule VLR (Rider), and;

Whereas, the Company has determined that the Customer meets the Availability provisions of the Rider, and;

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

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1
Canceling P.S.C. MO. No. _____

Original Sheet No. 97.1
Sheet No. _____

Aquila, Inc., dba
KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Formerly Served by
Aquila Networks - L&P and Aquila Networks - MPS

VOLUNTARY LOAD REDUCTION RIDER (Continued)
ELECTRIC

FORM OF CONTRACT

This Agreement, made this _____ day of _____, _____, by and between
Aquila Networks, a division of Aquila, Inc., hereinafter referred to as the "Company", and

_____ Customer name

_____ Customer Account #

_____ Address

_____ Customer Contact _____ Electronic Mail _____ Telephone _____ Fax Telephone

_____ Customer Contact (Alt.) _____ Electronic Mail _____ Telephone _____ Fax Telephone

hereinafter referred to as the "Customer".

WITNESSETH:

Whereas, the Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Voluntary Load Reduction Rider Schedule VLR (Rider), and;

Whereas, the Company has determined that the Customer meets the Availability provisions of the Rider, and;

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

October 11, 2008

Issued: August 11, 2008
Issued by: Chris Giles, Regulatory Affairs

Effective: ~~September 10, 2008~~

Aquila, Inc., dba

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

VOLUNTARY LOAD REDUCTION RIDER (Continued)
ELECTRIC

FORM OF CONTRACT (Continued)

The Company and Customer agree as follows:

1. Electric Service to the Customer's Facilities shall be pursuant to the Voluntary Load Reduction Rider, all other applicable tariffs, and the Company's General Rules and Regulations Applying to Electric Service, as may be in effect from time to time and filed with the Commission.
2. Contracts under this Rider shall extend from the date the contract is signed until the immediate following September 30 after the date the Customer signs the contract and shall be automatically renewed in one (1) year increments thereafter unless terminated in writing by one party to the other six (6) months in advance of the next September 30. Customer acknowledges that any equipment required, except metering equipment necessary to ensure compliance under the Rider, shall be the obligation of the Customer.
3. Participation in Load Reduction in response to any specific request is voluntary for the Customer. After each individual Load Reduction request directed specifically to the Customer, the Company must be notified in writing (including, but not limited to, fax or electronic mail), within two hours of the time of the Company's request, if the Customer desires to participate in that requested Load Reduction. Eligibility for a billing credit under this Rider shall be based upon the Company receiving such written notice on a timely basis.
4. Customer further acknowledges that this Agreement is not assignable voluntarily by the Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law.
5. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of laws provisions), and by the orders, rules and regulations of the Commission as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights, jurisdiction, power or authority vested in it by law.

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

Aquila Networks
a division of
Aquila, Inc.

Customer

By _____

By _____

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 99
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 99

Aquila, Inc., dba

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

CURTAILABLE DEMAND RIDER
ELECTRIC

APPLICATION

This rider is available to regular full-time Customers, with a demonstrated capability of curtailing two hundred (200) kW or greater of the Customer's "on-peak" demand served by the Company.

Customers must sign a curtailable contract and meet all special conditions listed below.

This rider shall not apply if a service curtailment results from system emergency operating conditions.

The Company reserves the right to limit the total curtailable load scheduled under this rider.

CURTAILMENT PERIOD (ON-PEAK)

The curtailment period shall be the four (4) summer months starting on June 1 and ending on September 30 of each year. When in effect, the curtailment period shall be up to eight (8) hours in duration and normally occur between 12:00 noon to 10:00 p.m. local standard or daylight savings time, as the case may be, for each weekday of the curtailment period, excluding holidays. For purposes of this rider, holidays shall mean Independence Day, Labor Day, or days celebrated as such on a Missouri statewide basis.

MONTHLY RATE

Credit on demand reduction \$2.36 per contracted kW/month

MULTI-YEAR CONTRACT SIGNING BONUS

Those Customers electing to contract for this rider for three (3) years shall receive a contract-signing bonus of \$3.85/kW of contracted demand reduction, payable during the June billing month of each year the contract is in effect.

Those Customers electing to contract for this rider for five (5) years shall receive a contract-signing bonus of \$7.68/kW of contracted demand reduction, payable during the June billing month of each year the contract is in effect.

If for any reason, the Customer is unable to fulfill the requirements of the multi-year requirement, any signing bonus will be refunded in its entirety to the Company.

BILLING

The Customer will be billed under the regular applicable service schedule.

DEMAND REDUCTION

The Customer's actual demand reduction shall be defined as the difference between the Customer's highest monthly actual "on-peak" demand and the Customer's maximum demand during the interruption periods for that month.

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Issued by: Gary Clemens, Regulatory Services

CANCELLED
December 3, 2008
Missouri Public
Service Commission
EN-2009-0164; JE-2009-0312

Effective: ~~June 20, 2007~~

May 31, 2007

Filed
Missouri Public
Service Commission **ER-2007-0004**

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 99
Canceling P.S.C. MO. No. 1 Original Sheet No. 99

Aquila, Inc., dba

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

CURTAILABLE DEMAND RIDER
ELECTRIC

APPLICATION

This rider is available to regular full-time Customers, with a demonstrated capability of curtailing two hundred (200) kW or greater of the Customer's "on-peak" demand served by the Company.

Customers must sign a curtailable contract and meet all special conditions listed below.

This rider shall not apply if a service curtailment results from system emergency operating conditions.

The Company reserves the right to limit the total curtailable load scheduled under this rider.

CURTAILMENT PERIOD (ON-PEAK)

The curtailment period shall be the four (4) summer months starting on June 1 and ending on September 30 of each year. When in effect, the curtailment period shall be up to eight (8) hours in duration and normally occur between 12:00 noon to 10:00 p.m. local standard or daylight savings time, as the case may be, for each weekday of the curtailment period, excluding holidays. For purposes of this rider, holidays shall mean Independence Day, Labor Day, or days celebrated as such on a Missouri statewide basis.

MONTHLY RATE

Credit on demand reduction \$2.09 per contracted kW/month

MULTI-YEAR CONTRACT SIGNING BONUS

Those Customers electing to contract for this rider for three (3) years shall receive a contract-signing bonus of \$3.41/kW of contracted demand reduction, payable during the June billing month of each year the contract is in effect.

Those Customers electing to contract for this rider for five (5) years shall receive a contract-signing bonus of \$6.81/kW of contracted demand reduction, payable during the June billing month of each year the contract is in effect.

If for any reason, the Customer is unable to fulfill the requirements of the multi-year requirement, any signing bonus will be refunded in its entirety to the Company.

BILLING

The Customer will be billed under the regular applicable service schedule.

DEMAND REDUCTION

The Customer's actual demand reduction shall be defined as the difference between the Customer's highest monthly actual "on-peak" demand and the Customer's maximum demand during the interruption periods for that month.

Issued: February 24, 2006
Issued by: Gary Clemens, Regulatory Services

Effective: ~~March 26, 2006~~

March 1, 2006

Filed

Missouri Public
Service Commission

ER-2006-0436

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

This rider is available to regular full-time Customers, with a demonstrated capability of curtailing 200 kW or greater of the Customer's "on-peak" demand served by the Company.

Customers must sign a curtailable contract and meet all special conditions listed below.

This rider shall not apply if a service curtailment results from system emergency operating conditions.

The Company reserves the right to limit the total curtailable load scheduled under this rider.

CURTAILMENT PERIOD (ON-PEAK)

The curtailment period shall be the four summer months starting on June 1 and ending on September 30 of each year. When in effect, the curtailment period shall be up to eight (8) hours in duration and normally occur between 12:00 noon to 10:00 p.m. local standard or daylight savings time, as the case may be, for each weekday of the curtailment period, excluding holidays. For purposes of this rider, holidays shall mean Independence Day, Labor Day, or days celebrated as such on a Missouri statewide basis.

Cancelled

MONTHLY RATE

Credit on demand reduction \$2.05 per contracted kW/month

March 1, 2006

Public Service Commission
MISSOURIMULTI-YEAR CONTRACT SIGNING BONUS

Those Customers electing to contract for this rider for three (3) years shall receive a contract-signing bonus of \$3.34/kW of contracted demand reduction, payable during the June billing month of each year the contract is in effect.

Those Customers electing to contract for this rider for five (5) years shall receive a contract-signing bonus of \$6.67/kW of contracted demand reduction, payable during the June billing month of each year the contract is in effect.

If for any reason, the Customer is unable to fulfill the requirements of the multi-year requirement, any signing bonus will be refunded in its entirety to the Company.

BILLING

The Customer will be billed under the regular applicable service schedule.

DEMAND REDUCTION

The Customer's actual demand reduction shall be defined as the difference between the Customer's highest monthly actual "on-peak" demand and the Customer's maximum demand during the interruption periods for that month.

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

CURTAILABLE DEMAND RIDER (Continued) ELECTRIC
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CREDIT

The Customer shall receive a monthly bill credit for each month of the contract year in which the Customer qualifies. The amount of this credit will be equal to the contracted demand reduction times \$2.36.

CREDIT QUALIFICATION

The Customer will be entitled to above credit, if the Customer's actual demand reduction for all reduction periods during the current billing month of the contract year is equal to or greater than the contracted reduction amount. If the Customer fails to reduce demand by the contracted amount, in any requested reduction in any given month, then the Customer is disqualified from receiving credit for that month and assessed a penalty of \$28.65 per kW for all contracted demand reduction quantity. To allow both the Company and Customer to gain experience, the charges for failure to reduce demand by the contracted amount during the first year of the first agreement with a customer shall not exceed the credits for the contract year.

The Customer shall receive the appropriate monthly credit even if the Company does not request a reduction in any given billing period.

SPECIAL CONDITIONS OF SERVICE

1. This rider requires the Customer and Company to enter into a one (1) year, three (3) year, or five (5) year-at the option of the Customer-service contract that specifies the amount of demand contracted for reduction by the Customer. The contracted demand reduction shall not be less than two hundred (200) kW.
2. The contract year will run from June 1 to May 31 of the following year. The Company will notify the Customer before January 1 prior to the contract year of the amount of demand reduction available. The amount of demand reduction available to all Customers will be limited. The Customer shall sign and return the reduction contract by January 31 prior to the contract year.
3. The Customer will not be required to reduce demand more than twenty (20) times in any contract year. The maximum duration of any reduction shall be eight (8) consecutive hours.
4. Company reserves the right to cancel a scheduled curtailment within one (1) hour of start time, but if the cancellation occurs less than one (1) hour before scheduled start time, the cancelled curtailment shall be counted as a separate occurrence of curtailment as if the curtailment had proceeded as scheduled.
5. The Company reserves the right to assure itself that any contracted level of load subject to reduction has a reasonable probability of being on the Company's system during peak load periods and can be readily reduced.

Issued: May 21, 2007

Issued by: Gary Clemens, Regulatory Services

CANCELLED
December 3, 2008
Missouri Public
Service Commission
EN-2009-0164; JE-2009-0312

Effective: ~~June 20, 2007~~

May 31, 2007

Filed
Missouri Public
Service Commission **ER-2007-0004**

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138CURTAILABLE DEMAND RIDER (Continued)
ELECTRICCREDIT

The Customer shall receive a monthly bill credit for each month of the contract year in which the Customer qualifies. The amount of this credit will be equal to the contracted demand reduction times \$2.09.

CREDIT QUALIFICATION

The Customer will be entitled to above credit, if the Customer's actual demand reduction for all reduction periods during the current billing month of the contract year is equal to or greater than the contracted reduction amount. If the Customer fails to reduce demand by the contracted amount, in any requested reduction in any given month, then the Customer is disqualified from receiving credit for that month and assessed a penalty of \$25.40 per kW for all contracted demand reduction quantity. To allow both the Company and Customer to gain experience, the charges for failure to reduce demand by the contracted amount during the first year of the first agreement with a customer shall not exceed the credits for the contract year.

The Customer shall receive the appropriate monthly credit even if the Company does not request a reduction in any given billing period.

SPECIAL CONDITIONS OF SERVICE

1. This rider requires the Customer and Company to enter into a one (1) year, three (3) year, or five (5) year-at the option of the Customer-service contract that specifies the amount of demand contracted for reduction by the Customer. The contracted demand reduction shall not be less than two hundred (200) kW.
2. The contract year will run from June 1 to May 31 of the following year. The Company will notify the Customer before January 1 prior to the contract year of the amount of demand reduction available. The amount of demand reduction available to all Customers will be limited. The Customer shall sign and return the reduction contract by January 31 prior to the contract year.
3. The Customer will not be required to reduce demand more than twenty (20) times in any contract year. The maximum duration of any reduction shall be eight (8) consecutive hours.
4. Company reserves the right to cancel a scheduled curtailment within one (1) hour of start time, but if the cancellation occurs less than one (1) hour before scheduled start time, the cancelled curtailment shall be counted as a separate occurrence of curtailment as if the curtailment had proceeded as scheduled.
5. The Company reserves the right to assure itself that any contracted level of load subject to reduction has a reasonable probability of being on the Company's system during peak load periods and can be readily reduced.

Issued: February 24, 2006

Issued by: Gary Clemens, Regulatory Services

Effective: ~~March 26, 2006~~

March 1, 2006

FiledMissouri Public
Service Commission**ER-2006-0436**

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

CURTAILABLE DEMAND RIDER (Continued)

ELECTRIC

March 1, 2006

CREDITPublic Service Commission
MISSOURI

The Customer shall receive a monthly bill credit for each month of the contract year in which the Customer qualifies. The amount of this credit will be equal to the contracted demand reduction times \$2.05.

CREDIT QUALIFICATION

The Customer will be entitled to above credit, if the Customer's actual demand reduction for all reduction periods during the current billing month of the contract year is equal to or greater than the contracted reduction amount. If the Customer fails to reduce demand by the contracted amount, in any requested reduction in any given month, then the Customer is disqualified from receiving credit for that month and assessed a penalty of \$24.88 per kW for all contracted demand reduction quantity. To allow both the Company and Customer to gain experience, the charges for failure to reduce demand by the contracted amount during the first year of the first agreement with a customer shall not exceed the credits for the contract year.

The Customer shall receive the appropriate monthly credit even if the Company does not request a reduction in any given billing period.

SPECIAL CONDITIONS OF SERVICE

1. This rider requires the Customer and Company to enter into a one (1) year, three (3) year, or five (5) year-at the option of the Customer-service contract that specifies the amount of demand contracted for reduction by the Customer. The contracted demand reduction shall not be less than 200 kW.
2. The contract year will run from June 1 to May 31 of the following year. The Company will notify the Customer before January 1 prior to the contract year of the amount of demand reduction available. The amount of demand reduction available to all Customers will be limited. The Customer shall sign and return the reduction contract by January 31 prior to the contract year.
3. The Customer will not be required to reduce demand more than 20 times in any contract year. The maximum duration of any reduction shall be eight (8) consecutive hours.
4. Company reserves the right to cancel a scheduled curtailment within one (1) hour of start time, but if the cancellation occurs less than one (1) hour before scheduled start time, the cancelled curtailment shall be counted as a separate occurrence of curtailment as if the curtailment had proceeded as scheduled.
5. The Company reserves the right to assure itself that any contracted level of load subject to reduction has a reasonable probability of being on the Company's system during peak load periods and can be readily reduced.

Aquila, Inc., dba

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

CURTAILABLE DEMAND RIDER (Continued)
ELECTRIC

SPECIAL CONDITIONS OF SERVICE (Continued)

6. Company reserves the right to implement one test curtailment each summer curtailment season, with all applicable curtailment credit payments and penalty provisions in effect.
7. The Customer will be responsible for monitoring the load prior to curtailment and during curtailment in order to comply with the terms of the contract.
8. The Company will give the Customer a minimum of four (4) hours notice prior to a demand reduction.
9. Except as provided herein, all terms and provisions of the applicable service schedule will be in full force and effect.
10. Credits shall be applied to bills the month after such credits are earned.
11. Penalties shall be applied to bills the month after such penalties are assessed.
12. The Company shall have no liability to the Customer or to any other person, firm, or corporation for any loss, damage, or injury by reason of any reduction as provided herein.
13. The Company "Tax and License Rider" is applicable to all charges or penalties assessed under this Rider.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 102
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 102

Aquila, Inc., dba

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

**COGENERATION PURCHASE SCHEDULE
ELECTRIC**

AVAILABILITY

This schedule is available to customers located within the Company's service territory and located on or adjacent to Company's secondary service lines and having cogeneration units of one hundred (100) kW or less. This service is not available to resale electric customers.

APPLICABLE

This schedule is applicable to Company electrical energy purchases from cogeneration customers of one hundred (100) kW or less that have been approved by Company and where a contract has been executed between Company and such cogeneration customers. Customer's cogeneration unit shall carry the same ratio of reactive to real power as is carried by Company's facilities at the customer's location and as determined by Company's measurements.

CHARACTER OF SERVICE

Alternating current, 60 cycles, sinusoidal waveform, and at the standard voltage and phase available at the location of the cogeneration unit.

CHARGES TO COGENERATION CUSTOMER, MO700

Cogeneration customers to whom this schedule is applicable shall pay Company a monthly charge of \$4.50 to pay for additional customer related costs of Company.

CHARGES TO COMPANY

- 1) Minimum - There shall be no monthly minimum charge for purchases made by Company.
- 2) Rate - Purchases shall be made by Company from a cogeneration customer at the rate of \$.0524 per kWh.

RULES AND REGULATIONS

Customer's system and cogeneration facilities shall be subject to any applicable Rules and Regulations of Company or of the Missouri Public Service Commission or any other authority having jurisdiction. Conditions of service shall be in accordance with Company's standard filed contract plus any applicable conditions for special circumstances. Conditions of service and contract modifications for special circumstances can provide greater flexibility in both the customer's and Company's operations.

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

This schedule is available to customers located within the Company's service territory and located on or adjacent to Company's secondary service lines and having cogeneration units of 100 kW or less. This service is not available to resale electric customers.

APPLICABLE

This schedule is applicable to Company electrical energy purchases from cogeneration customers of 100 kW or less that have been approved by Company and where a contract has been executed between Company and such cogeneration customers. Customer's cogeneration unit shall carry the same ratio of reactive to real power as is carried by Company's facilities at the customer's location and as determined by Company's measurements.

CHARACTER OF SERVICE

Alternating current, 60 cycles, sinusoidal waveform, and at the standard voltage and phase available at the location of the cogeneration unit.

CHARGES TO COGENERATION CUSTOMER, MO700

Cogeneration customers to whom this schedule is applicable shall pay Company a monthly charge of \$4.50 to pay for additional customer related costs of Company.

CHARGES TO COMPANY

- 1) Minimum - There shall be no monthly minimum charge for purchases made by Company.
- 2) Rate - Purchases shall be made by Company from a cogeneration customer at the rate of \$.0277 per kWh.

RULES AND REGULATIONS

Customer's system and cogeneration facilities shall be subject to any applicable Rules and Regulations of Company or of the Missouri Public Service Commission or any other authority having jurisdiction. Conditions of service shall be in accordance with Company's standard filed contract plus any applicable conditions for special circumstances. Conditions of service and contract modifications for special circumstances can provide greater flexibility in both the customer's and Company's operations.

Cancelled
February 15, 2007

Missouri Public
Service Commission

Issued: February 2, 2005
Issued by: Gary Clemens, Regulatory Services

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Filed
Missouri Public
Service Commission

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 102

Canceling P.S.C. MO. No. _____

Sheet No. _____

Aquila, Inc., dba

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

**COGENERATION PURCHASE SCHEDULE
ELECTRIC**

**Missouri Public
Service Commission**

AVAILABILITY

REC'D APR 14 2004

This schedule is available to customers located within the Company's service territory and located on or adjacent to Company's secondary service lines and having cogeneration units of 100 kW or less. This service is not available to resale electric customers.

APPLICABLE

This schedule is applicable to Company electrical energy purchases from cogeneration customers of 100 kW or less that have been approved by Company and where a contract has been executed between Company and such cogeneration customers. Customer's cogeneration unit shall carry the same ratio of reactive to real power as is carried by Company's facilities at the customer's location and as determined by Company's measurements.

CHARACTER OF SERVICE

Alternating current, 60 cycles, sinusoidal wave form, and at the standard voltage and phase available at the location of the cogeneration unit.

CHARGES TO COGENERATION CUSTOMER, MO700

Cogeneration customers to whom this schedule is applicable shall pay Company a monthly charge of \$4.50 to pay for additional customer related costs of Company.

CHARGES TO COMPANY

- 1) Minimum - There shall be no monthly minimum charge for purchases made by Company.
- 2) Rate - Purchases shall be made by Company from a cogeneration customer at the rate of \$.0316 per kWh.

RULES AND REGULATIONS

Customer's system and cogeneration facilities shall be subject to any applicable Rules and Regulations of Company or of the Missouri Public Service Commission or any other authority having jurisdiction. Conditions of service shall be in accordance with Company's standard filed contract plus any applicable conditions for special circumstances. Conditions of service and contract modifications for special circumstances can provide greater flexibility in both the customer's and Company's operations.

CANCELLED

MAR 04 2005
by ISPRS 102
Public Service Commission
MISSOURI

Issued: April 14, 2004

Issued by: Dennis Williams, Regulatory Services

Effective: April 22, 2004 **ER-2004-0034**

**Missouri Public
Service Commission**

FILED APR 22 2004

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 103
 Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 103

Aquila, Inc., dba

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

SPECIAL ISOLATED GENERATING PLANT SERVICE ELECTRIC

AVAILABILITY

This schedule is available for any type service to isolated generating plants constructed or operating by a retail customer. Any such customer with an isolated generating plant that partially or completely fails who accepts service from Company for any period of time will be billed under this schedule for a minimum period of twenty (20) years. All customers receiving service under this schedule shall sign a contract covering the amount of special capacity to be furnished prior to Company purchasing or installing any of the necessary facilities. The maximum amount of capacity to be made available to any such customer under this rate schedule will be the amount that exists in the Company's system that can be provided without affecting service to other customers at the time or in the future.

Any customer who constructs an isolated generating plant, after such construction is completed, may receive under this schedule capacity and energy for sixty (60) days provided such party agrees to the operating procedures established by Company. If, after such sixty (60) day period, such customer continues to receive service, it will automatically be billed under this schedule for a minimum of twenty (20) years.

APPLICABLE

This service is not available for peaking, seasonal use, for resale or parallel operation. Construction of any isolated generating plant shall be deemed completed when the customer first uses such plant to carry all or part of its load. The terms of this schedule do not apply to customers receiving full service from Company who have a small emergency plant for use when Company's service is interrupted and such plant is approved by Company.

CHARACTER OF SERVICE

Service is to be 60 cycles, three-phase at the available primary voltage. The nominal voltage level of primary voltage will be established by Company.

MONTHLY BILLING

Billing under this schedule will consist of:

- (1) capacity charge;
- (2) excess capacity charge;
- (3) energy charge;
- (4) Fuel Adjustment Clause;
- (5) local facilities charge;
- (6) reactive demand adjustment; and
- (7) any applicable taxes and franchise payment.

CAPACITY CHARGE

The capacity charge shall be \$7.02 per kW per month times the capacity reserved by the customer but not less than \$6,991.05 per month. If any service is furnished prior to the execution of the contract by the customer, it will be billed on the amount of his total connected load.

Issued: May 21, 2007
 Issued by: Gary Clemens, Regulatory Services

CANCELLED
 December 3, 2008
 Missouri Public
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 EN-2009-0164; JE-2009-0312

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 Missouri Public
 Service Commission

May 31, 2007
ER-2007-0004

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

This schedule is available for any type service to isolated generating plants constructed or operating by a retail customer. Any such customer with an isolated generating plant that partially or completely fails who accepts service from Company for any period of time will be billed under this schedule for a minimum period of twenty (20) years. All customers receiving service under this schedule shall sign a contract covering the amount of special capacity to be furnished prior to Company purchasing or installing any of the necessary facilities. The maximum amount of capacity to be made available to any such customer under this rate schedule will be the amount that exists in the Company's system that can be provided without affecting service to other customers at the time or in the future.

Any customer who constructs an isolated generating plant, after such construction is completed, may receive under this schedule capacity and energy for sixty (60) days provided such party agrees to the operating procedures established by Company. If, after such sixty (60) day period, such customer continues to receive service, it will automatically be billed under this schedule for a minimum of twenty (20) years.

APPLICABLE

This service is not available for peaking, seasonal use, for resale or parallel operation. Construction of any isolated generating plant shall be deemed completed when the customer first uses such plant to carry all or part of its load. The terms of this schedule do not apply to customers receiving full service from Company who have a small emergency plant for use when Company's service is interrupted and such plant is approved by Company.

CHARACTER OF SERVICE

Service is to be 60 cycles, three-phase at the available primary voltage. The nominal voltage level of primary voltage will be established by Company.

MONTHLY BILLING

Billing under this schedule will consist of:

- (1) capacity charge;
- (2) excess capacity charge;
- (3) energy charge;
- (4) local facilities charge;
- (5) reactive demand adjustment; and
- (6) any applicable taxes and franchise payment.

CAPACITY CHARGE

The capacity charge shall be \$6.29 per kW per month times the capacity reserved by the customer but not less than \$6,261.95 per month. If any service is furnished prior to the execution of the contract by the customer, it will be billed on the amount of his total connected load.

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

SPECIAL ISOLATED GENERATING PLANT SERVICE ELECTRIC

AVAILABILITY

This schedule is available for any type service to isolated generating plants constructed or operating by a retail customer. Any such customer with an isolated generating plant that partially or completely fails who accepts service from Company for any period of time will be billed under this schedule for a minimum period of twenty years. All customers receiving service under this schedule shall sign a contract covering the amount of special capacity to be furnished prior to Company purchasing or installing any of the necessary facilities. The maximum amount of capacity to be made available to any such customer under this rate schedule will be the amount that exists in the Company's system that can be provided without affecting service to other customers at the time or in the future.

Any customer who constructs an isolated generating plant, after such construction is completed, may receive under this schedule capacity and energy for sixty days provided such party agrees to the operating procedures established by Company. If, after such sixty day period, such customer continues to receive service, it will automatically be billed under this schedule for a minimum of twenty years.

APPLICABLE

This service is not available for peaking, seasonal use, for resale or parallel operation. Construction of any isolated generating plant shall be deemed completed when the customer first uses such plant to carry all or part of its load. The terms of this schedule do not apply to customers receiving full service from Company who have a small emergency plant for use when Company's service is interrupted and such plant is approved by Company.

CHARACTER OF SERVICE

Service is to be 60 cycles, three-phase at the available primary voltage. The nominal voltage level of primary voltage will be established by Company.

MONTHLY BILLING

Billing under this schedule will consist of: (1) capacity charge; (2) excess capacity charge; (3) energy charge; (4) local facilities charge; (5) reactive demand adjustment; and (6) any applicable taxes and franchise payment.

CAPACITY CHARGE

The capacity charge shall be \$5.65 per kW per month times the capacity reserved by the customer but not less than \$5,628.21 per month. If any service is furnished prior to the execution of the contract by the customer, it will be billed on the amount of his total connected load.

Cancelled

March 1, 2006

Public Service Commission
MISSOURI

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 104
 Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 104

Aquila, Inc., dba

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

SPECIAL ISOLATED GENERATING PLANT SERVICE (Continued) ELECTRIC

EXCESS CAPACITY CHARGE

All capacity delivered to the customer in excess of the contracted amount will be billed at \$8.98 per kW per month. Such a charge will continue the next eleven (11) months following the month in which the demand is established unless a new higher excess demand is established in which case such higher demand will be used for billing purposes and will also continue for the following eleven (11) consecutive months.

ENERGY CHARGE

All kWh used at \$0.0498 per kWh.

FUEL ADJUSTMENT CLAUSE

The Company "Fuel Adjustment Clause" is applicable to all charges under this schedule.

LOCAL FACILITIES CHARGE

The monthly charge for local facilities will be computed by multiplying twenty-percent (20%) times such investment estimated by Company divided by twelve (12).

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the charge for the amount of capacity contracted for or the connected load capacity, plus any excess capacity charge and local facilities charge, but in no event shall it be less than \$6,991.05.

REACTIVE DEMAND ADJUSTMENT

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

The reactive demand adjustment will be based on the ratio of the customer's maximum monthly fifteen (15) minute reactive demand in kVar to the customer's maximum kW demand in that month.

TAX AND FRANCHISE PAYMENTS

The Company "Tax and License Rider" is applicable to all charges under this schedule.

Issued: May 21, 2007

Issued by: Gary Clemens, Regulatory Services

CANCELLED
December 3, 2008
Missouri Public
Service Commission
EN-2009-0164; JE-2009-0312

Effective: ~~June 20, 2007~~

May 31, 2007

Filed
Missouri Public
Service Commission **ER-2007-0004**

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138SPECIAL ISOLATED GENERATING PLANT SERVICE (Continued)
ELECTRICEXCESS CAPACITY CHARGE

All capacity delivered to the customer in excess of the contracted amount will be billed at \$8.04 per kW per month. Such a charge will continue the next eleven (11) months following the month in which the demand is established unless a new higher excess demand is established in which case such higher demand will be used for billing purposes and will also continue for the following eleven (11) consecutive months.

ENERGY CHARGE

All kWh used at \$0.0446 per kWh.

LOCAL FACILITIES CHARGE

The monthly charge for local facilities will be computed by multiplying twenty-percent (20%) times such investment estimated by Company divided by twelve (12).

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the charge for the amount of capacity contracted for or the connected load capacity, plus any excess capacity charge and local facilities charge, but in no event shall it be less than \$6,261.95.

REACTIVE DEMAND ADJUSTMENT

Company shall determine customer's maximum reactive demand in kVar. Each month a charge or credit of \$0.30 shall be made for each kVar by which the maximum reactive demand is respectively, greater or less than fifty-percent (50%) of customer's maximum kW demand for that month, provided, however, that the number of kVar for which credit is given shall not be more than fifty-percent (50%) of the customer's maximum kW demand in that month.

The reactive demand adjustment will be based on the ratio of the customer's maximum monthly fifteen (15) minute reactive demand in kVar to the customer's maximum kW demand in that month.

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

SPECIAL ISOLATED GENERATING PLANT SERVICE (Continued) ELECTRIC

EXCESS CAPACITY CHARGE

All capacity delivered to the customer in excess of the contracted amount will be billed at \$7.23 per kW per month. Such a charge will continue the next eleven months following the month in which the demand is established unless a new higher excess demand is established in which case such higher demand will be used for billing purposes and will also continue for the following eleven consecutive months.

ENERGY CHARGE

All kWh used at \$0.0401 per kWh.

In addition to the above charges, Interim Energy Charge IEC-A will be added to each customer's bill on a per kWh basis. All or a portion of this charge is potentially refundable as described in Company's Interim Energy Charge Rider.

LOCAL FACILITIES CHARGE

The monthly charge for local facilities will be computed by multiplying 20% times such investment estimated by Company divided by 12.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the charge for the amount of capacity contracted for or the connected load capacity, plus any excess capacity charge and local facilities charge, but in no event shall it be less than \$5,628.21.

REACTIVE DEMAND ADJUSTMENT

Company shall determine customer's maximum reactive demand in kVar. Each month a charge or credit of \$0.28 shall be made for each kVar by which the maximum reactive demand is respectively, greater or less than 50% of customer's maximum kW demand for that month, provided, however, that the number of kVar for which credit is given shall not be more than 50% of the customer's maximum kW demand in that month.

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

Cancelled

March 1, 2006

Public Service Commission
MISSOURI

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

If any Municipality or other governmental subdivision (hereinafter referred to as the "Municipality"), by law, ordinance or regulation requires the Company to construct lines and appurtenances or other facilities designed for any Distribution or Transmission voltages (hereinafter referred to as "facilities") underground for any new or existing facilities in the Municipality when the Company, absent from such ordinance or regulation, would construct or continue to maintain the facilities overhead, and where the recovery of the additional cost for such underground is not otherwise provided for in the Company's General Rules and Regulations Applying to Electric Service, the cost of the additional investment required by the Company to construct the facilities underground shall be assessed against the Municipality.

Before the Company starts placing any facilities underground pursuant to this Rider, the Municipality shall provide adequate assurance to the Company that the Municipality's obligations to pay for such facilities are valid, lawful and enforceable against the Municipality.

INVESTMENT RECOVERY

The following shall be used in determining and recovering the additional investment from each Municipality.

1. The Company shall estimate the installed cost of the underground facilities and the installed cost of equivalent overhead facilities and shall provide these estimates to the Municipality to aid the Municipality in determining whether to proceed with the undergrounding of the facilities.
2. Where underground facilities will not replace existing overhead facilities, any actual cost of installing underground facilities in excess of the estimated cost of installing overhead facilities, plus the cost of estimating the installed cost of both facilities, shall be the additional investment.
3. Where underground facilities will replace existing overhead facilities the actual installation cost of underground facilities, plus all costs associated with the retirement of the existing overhead facilities, plus the costs of estimating the underground facilities and retirement of the existing facilities, shall be the additional investment. The costs associated with retirement of the facilities shall include all costs associated with removal, as well as the original cost of such facilities, less accrued depreciation and salvage value.
4. The length of the recovery of this additional investment will be seven years or such term as agreed by the Municipality and the Company from the date of installation of each underground project. For recovery periods greater than ten years, the Company must file for Commission approval.

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138MUNICIPAL UNDERGROUND COST RECOVERY RIDER (Continued)
ELECTRICINVESTMENT RECOVERY (Continued)

5. Monthly charges under this Rider shall be calculated by multiplying the additional investment by the Company's monthly fixed charge rate in effect as of the date the first monthly charge for that additional investment was billed. The monthly fixed charge rate shall include a component for equity return, debt return, depreciation, taxes, property taxes, and insurance. Monthly charges shall be shown as a separate line item on the monthly electric bill of the Municipality. If the Municipality does not take electric service from the Company, the Company shall render monthly bills for the charges to the Municipality.

The fixed charge shall be determined as follows:
$$FC = PVRR \times \left[\frac{i}{1 - (1 + i)^{-N}} \right] \div 12$$

Where: FC = Levelized fixed charge

$$PVRR = \sum_{T=1}^N \text{Revenue Requirement}_T \left(\frac{1}{1 + i} \right)^T$$

i = Composite Return (overall after-tax rate of return)

N = Number of years

T = Year

Revenue Requirement_T = Dbt + Pfd + Eq + Dpr + Tax + PropTax + Ins

Dbt = Return on Debt

Pfd = Return on Preferred

Eq = Return on Common Equity

Dpr = Return of investment, depreciation

Tax = Current & Deferred Income Taxes

PropTax = Property Taxes

Ins = Insurance

6. The monthly charge will appear on bills rendered to the Municipality 30 days after placing in service the first facilities for each project that are subject to that Municipality's ordinance or regulation in service. The monthly charge may reflect the total estimated costs of undergrounding until the final actual costs of the additional facilities are known. The monthly charge shall be adjusted to reconcile the estimated costs to the actual costs. The amount of the monthly charge shall be reviewed and adjusted at least once annually or more often at the discretion of the Company to reflect the cost of additional facilities installed underground.

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138MUNICIPAL UNDERGROUND COST RECOVERY RIDER (Continued)
ELECTRICINVESTMENT RECOVERY (Continued)

7. All costs of the Company referenced in this Rider shall include applicable material and loaded labor costs, including allocation of indirect costs, plus legal, condemnation and private easement costs, whether public right-of-way is available or not. Indirect costs are comprised of, but not limited to, supervision, engineering, transportation, material handling, taxes, insurance and administrative cost functions that support actual construction and retirement. The amount of the allocation of indirect costs is derived by application of unit costs or allocation percentages, determined from historical experience. A copy of the Company's estimate of the cost of construction including direct and indirect costs shall be furnished to the Customer upon request prior to construction.
8. If the Municipality repeals or rescinds its requirements concerning underground facilities subject to this Rider, the monthly charges shall continue until all costs incurred pursuant to ordinance or regulation have been paid.
9. Failure by the Municipality to pay the monthly charges shall be grounds for disconnection of service to such Customer in accordance with the Company's General Rules and Regulations Applying to Electric Service.

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

TAX AND LICENSE RIDER ELECTRIC

APPLICABLE

This rider is applicable to all Company's electric rate schedules, except it shall not be applicable to revenues for service to the following revenue classifications unless specifically required by governmental authorities having jurisdiction:

1. Municipal
2. Other Public Authorities
3. Interdepartmental
4. Industrial

All gross receipts taxes, franchise taxes, franchise payments, occupational taxes, license taxes and taxes of a similar nature imposed by a city, town, village, or other local governmental agency shall be included as a separate item in the charges for electric service, furnished under all schedules, rendered to and for persons located within the limits of the city, town, village, or other local governmental agency's territory imposing such tax. This applies to taxes and other payments based on receipts, revenue, or income; or on taxes consisting of a stated amount in dollars and cents. A pro rata portion of such tax shall be included as a separate item in the customer's statement for service rendered and shall be calculated by applying thereto a percentage factor equivalent to the ratio of such tax to receipts or revenues on which tax may be applied for the same period.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 109
Canceling P.S.C. MO. No. 1 Original Sheet No. 109

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS

KANSAS CITY, MO 64138

ELECTRIC

Reserved for future use.

Issued: February 24, 2006

Issued by: Gary Clemens, Regulatory Services

CANCELLED
December 3, 2008
Missouri Public
Service Commission
EN-2009-0164; JE-2009-0312

Effective: ~~March 26, 2006~~

FILED March 1, 2006

MO PSC ER-2006-0436

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

This rider is applicable to all Company's electric service billed under any electric rate schedule, metered or unmetered, subject to the jurisdiction of the Commission as reflected separately on each rate schedule. The revenue from this rider will be collected on an interim and subject to true-up and refund basis under the terms ordered in Case No. ER-2004-0034.

RATE

In addition to the charges that Company makes for electric service set forth in its approved and effective rate schedules, one of the following amounts will be added as shown on each rate schedule:

Rate IEC-A, per kWh	\$0.003309
Rate IEC-B, per kWh	\$0.003057
Rate IEC-C, per kWh	\$0.002099
Rate IEC-D, per kWh	\$0.001745
Rate IEC-E, per kWh	\$0.001336
Rate IEC-F, per kWh	\$0.001010

Cancelled

March 1, 2006

Public Service Commission
MISSOURICONDITIONS

This interim rider shall be in effect from April 22, 2004 through April 21, 2006. Subsequent to the expiration a true-up audit will determine if any portion of the revenues collected exceed Company's actual and prudently incurred cost for fuel and purchased power during the interim period, and refunds, if warranted, will be issued. Company shall refund the excess, if any, above the greater of the actual or the base, plus interest. Interest will be equal to the prime rate in effect on the day the IEC expires and will be applied to any amount to be refunded. No refund will be made if Company's actual and prudently incurred costs for fuel and purchased power during the IEC period equal or exceed the forecast amount.

Such refunds, if any, shall be based upon the billing units of the customer to which these amounts were applied. Any refund will appear as a one-time credit on the customer's bill.

Aquila, Inc., dba

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

**NET METERING RIDER
ELECTRIC**

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING
SYSTEMS WITH CAPACITY OF 100 kW OR LESS**

For Customers Applying for Interconnection:

If you are interested in applying for interconnection to Company's electrical system, you should first contact Company and ask for information related to interconnection of parallel generation equipment to Company's system and you should understand this information before proceeding with this Application. If you wish to apply for interconnection to Company's electrical system, please complete sections A, B, C, and D, and attach the plans and specifications, including, but not limited to the wiring diagram, describing the net metering, parallel generation, and interconnection facilities (hereinafter collectively referred to as the "Customer-Generator's System") and submit them to Company at:

Kansas City Power & Light Company
Aquila Networks Net Metering Rider
Energy Solutions
P.O. Box 418679
Kansas City, MO 64141-9679

You will be provided with an approval or denial of this Application within thirty (30) days of receipt by Company for Customer-Generators of ten kilowatts (10 kW) or less and within ninety (90) days of receipt by Company for Customer-Generators greater than ten kilowatts (10 kW). If this Application is denied, you will be provided with the reason(s) for the denial. If this Application is approved and signed by both you and Company, it shall become a binding contract and shall govern your relationship with Company.

**For Customers Who Have Received Approval of
Customer-Generator System Plans and Specifications:**

After receiving approval of your Application, it will be necessary to construct the Customer-Generator System in compliance with the plans and specifications described in the Application, complete sections E and F of this Application, and forward this Application to Company for review and completion of section G at:

Kansas City & Power & Light Company
Aquila Networks Net Metering Rider
Energy Solutions
P.O. Box 418679
Kansas City, MO 64141-9679

Company will complete the utility portion of section G and, upon receipt of a completed Application/ Agreement form and payment of any applicable fees, permit interconnection of the Customer-Generator System to Company's electrical system.

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER
ELECTRIC**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING
SYSTEMS WITH CAPACITY OF 100 kW OR LESS****For Customers Applying for Interconnection:**

If you are interested in applying for interconnection to Company's electrical system, you should first contact Company and ask for information related to interconnection of parallel generation equipment to Company's system and you should understand this information before proceeding with this Application. If you wish to apply for interconnection to Company's electrical system, please complete sections A, B, C, and D, and attach the plans and specifications, including, but not limited to the wiring diagram, describing the net metering, parallel generation, and interconnection facilities (hereinafter collectively referred to as the "Customer-Generator's System") and submit them to Company at:

Aquila Networks
Attn: Matt Tracy, Regulatory Services
P.O. Box 412437
Kansas City, MO 64141

You will be provided with an approval or denial of this Application within thirty (30 days of receipt by Company for Customer-Generators of ten kilowatts (10 kW) or less and within ninety (90) days of receipt by Company for Customer-Generators greater than ten kilowatts (10 kW). If this Application is denied, you will be provided with the reason(s) for the denial. If this Application is approved and signed by both you and Company, it shall become a binding contract and shall govern your relationship with Company.

**For Customers Who Have Received Approval of
Customer-Generator System Plans and Specifications:**

After receiving approval of your Application, it will be necessary to construct the Customer-Generator System in compliance with the plans and specifications described in the Application, complete sections E and F of this Application, and forward this Application to Company for review and completion of section G at:

Aquila Engineering Services
Attn: Otis Barchers
P.O. Box 11739
Kansas City, MO 64138

Company will complete the utility portion of section G and, upon receipt of a completed Application/Agreement form and payment of any applicable fees, permit interconnection of the Customer-Generator System to Company's electrical system.

CANCELLED
September 2, 2008
Missouri Public
Service Commission

FILED
Missouri Public
Service Commission

Issued: January 31, 2008
Issued by: Gary Clemens, Regulatory Services

Effective: March 3, 2008

ET-2008-0271

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER
ELECTRIC**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING
SYSTEMS WITH CAPACITY OF 100 kW OR LESS****For Customers Applying for Interconnection:**

If you are interested in applying for interconnection to Company's electrical system, you should first contact Company and ask for information related to interconnection of parallel generation equipment to Company's system and you should understand this information before proceeding with this Application. If you wish to apply for interconnection to Company's electrical system, please complete sections A, B, C, and D, and attach the plans and specifications describing the net metering, parallel generation, and interconnection facilities (hereinafter collectively referred to as the "Customer-Generator's System") and submit them to Company at:

Aquila Networks
Attn: Matt Tracy, Regulatory Services
P.O. Box 412437
Kansas City, MO 64141

You will be provided with an approval or denial of this Application within ninety (90) days of receipt by Company. If this Application is denied, you will be provided with the reason(s) for the denial. If this Application is approved and signed by both you and Company, it shall become a binding contract and shall govern your relationship with Company.

**For Customers Who Have Received Approval of
Customer-Generator System Plans and Specifications:**

After receiving approval of your Application, it will be necessary to construct the Customer-Generator System in compliance with the plans and specifications described in the Application, complete sections E and F of this Application, and forward this Application to Company for review and completion of section G at:

Aquila Engineering Services
Attn: Otis Barchers
P.O. Box 11739
Kansas City, MO 64138

Company will complete the utility portion of section G and, upon receipt of a completed Application/Agreement form and payment of any applicable fees, permit interconnection of the Customer-Generator System to Company's electrical system within fifteen (15) days of receipt by Company if electric service already exists to the premises, unless the Customer-Generator and Company agree to a later date. Similarly, upon receipt of a completed Application/Agreement form and payment of any applicable fees, if electric service does not exist to the premises, Company will permit interconnection of the Customer-Generator System to Company's electrical system no later than fifteen (15) days after service is established to the premises, unless the Customer-Generator and Company agree to a later date.

Issued: July 30, 2007
Issued by: Gary Clemens, Regulatory Services

Effective: August 31, 2007

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

NET METERING RIDER ELECTRIC

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING
SYSTEMS WITH CAPACITY OF 100 kW OR LESS**

For Customers Applying for Interconnection:

If you are interested in applying for interconnection to Company's electrical system, you should first contact Company and ask for information related to interconnection of parallel generation equipment to Company's system and you should understand this information before proceeding with this Application. If you wish to apply for interconnection to Company's electrical system, please complete sections A, B, C, and D, and attach the plans and specifications describing the net metering, parallel generation, and interconnection facilities (hereinafter collectively referred to as the "Customer-Generator's System") and submit them to Company at:

Aquila Networks
Attn: Regulatory Services
10700 E. 350 Hwy.
Kansas City, MO 64138

You will be provided with an approval or denial of this Application within ninety (90) days of receipt by Company. If this Application is denied, you will be provided with the reason(s) for the denial. If this Application is approved and signed by both you and Company, it shall become a binding contract and shall govern your relationship with Company.

**For Customers Who Have Received Approval of
Customer-Generator System Plans and Specifications:**

After receiving approval of your Application, it will be necessary to construct the Customer-Generator System in compliance with the plans and specifications described in the Application, complete sections E and F of this Application, and forward this Application to Company for review and completion of section G at:

Aquila Networks
Attn: Regulatory Services
10700 E. 350 Hwy.
Kansas City, MO 64138

Company will complete the utility portion of section G and, upon receipt of a completed Application/Agreement form and payment of any applicable fees, permit interconnection of the Customer-Generator System to Company's electrical system within fifteen (15) days of receipt by Company if electric service already exists to the premises, unless the Customer-Generator and Company agree to a later date. Similarly, upon receipt of a completed Application/Agreement form and payment of any applicable fees, if electric service does not exist to the premises, Company will permit interconnection of the Customer-Generator System to Company's electrical system no later than fifteen (15) days after service is established to the premises, unless the Customer-Generator and Company agree to a later date.

CANCELLED
August 31, 2007
Missouri Public
Service Commission

Issued: April 14, 2004
Issued by: Dennis Williams, Regulatory Services

Effective: April 22, 2004

FILED
MO PSC

Aquila, Inc., dba

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

NET METERING RIDER (Continued)
ELECTRIC

For Customers Who Are Assuming Ownership or Operational Control of an Existing Customer-Generator System:

If no changes are being made to the existing Customer-Generator System, complete sections A, D and F of this Application/Agreement and forward to Company at:

Kansas City Power & Light Company
Aquila Networks Net Metering Rider
Energy Solutions
P.O. Box 418679
Kansas City, MO 64141-9679

Company will review the new Application/Agreement and shall approve such, within fifteen (15) business days of receipt by Company if the new Customer-Generator has satisfactorily completed Application/ Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

A. Customer-Generator's Information

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Service/Street Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Daytime Phone: _____ Fax: _____ E-Mail: _____
Emergency Contact Phone: _____
Company Account No. (from Utility Bill): _____

B. Customer-Generator's System Information

Manufacturer Name Plate (if applicable) AC Power Rating: _____ kW Voltage: _____ Volts
System Type: Solar Thermal ___ Photovoltaic ___ Wind ___ Fuel Cell ___ Hydroelectric ___
Other (describe) _____
Service/Street Address: _____
Inverter/Interconnection Equipment Manufacturer: _____
Inverter/Interconnection Equipment Model No.: _____
Are Required System Plans, Specifications & Wiring Diagram Attached? Yes ___ No ___
Inverter/Interconnection Equipment Location (describe): _____
Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Location (describe): _____
Existing Electrical Service Capacity: _____ Amperes Voltage: _____ Volts
Service Character: Single Phase ___ Three Phase ___

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 111
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 111

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS

KANSAS CITY, MO 64138

NET METERING RIDER (Continued)
ELECTRIC

For Customers Who Are Assuming Ownership or Operational Control of an Existing Customer-Generator System:

If no changes are being made to the existing Customer-Generator System, complete sections A, D and F of this Application/Agreement and forward to Company at:

Aquila Engineering Services
Attn: Otis Barchers
P.O. Box 11739
Kansas City, MO 64138

Company will review the new Application/Agreement and shall approve such, within fifteen (15) business days of receipt by Company if the new Customer-Generator has satisfactorily completed Application/ Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

A. Customer-Generator's Information

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Service/Street Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Daytime Phone: _____ Fax: _____ E-Mail: _____
Emergency Contact Phone: _____
Company Account No. (from Utility Bill): _____

B. Customer-Generator's System Information

Manufacturer Name Plate (if applicable) AC Power Rating: ___ kW Voltage: ___ Volts
System Type: Solar Thermal ___ Photovoltaic ___ Wind ___ Fuel Cell ___ Hydroelectric ___
Other (describe) _____
Service/Street Address: _____
Inverter/Interconnection Equipment Manufacturer: _____
Inverter/Interconnection Equipment Model No.: _____
Are Required System Plans, Specifications & Wiring Diagram Attached? Yes ___ No ___
Inverter/Interconnection Equipment Location (describe): _____

Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Location (describe): _____

Existing Electrical Service Capacity: _____ Amperes Voltage: _____ Volts
Service Character: Single Phase ___ Three Phase ___

CANCELLED
September 2, 2008
Missouri Public
Service Commission

FILED
Missouri Public
Service Commission

Issued: January 31, 2008
Issued by: Gary Clemens, Regulatory Services

Effective: March 3, 2008

ET-2008-0271

Aquila, Inc., dba

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

NET METERING RIDER (Continued)
ELECTRIC

For Customers Who Are Assuming Ownership or Operational Control of an Existing Customer-Generator System:

If no changes are being made to the existing Customer-Generator System, complete sections A, D and F of this Application/Agreement and forward to Company at:

Aquila Engineering Services
Attn: Otis Barchers
P.O. Box 11739
Kansas City, MO 64138

Company will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt by Company if the new Customer-Generator has satisfactorily completed Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

A. Customer-Generator's Information

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Service/Street Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Daytime Phone: _____ Fax: _____ E-Mail: _____
Emergency Contact Phone: _____
Company Account No. (from Utility Bill): _____

B. Customer-Generator's System Information

Manufacturer Name Plate (if applicable) AC Power Rating: ___ kW Voltage: ___ Volts
System Type: Solar ___ Wind ___ Biomass ___ Fuel Cell ___ Other (describe) _____
Service/Street Address: _____
Inverter/Interconnection Equipment Manufacturer: _____
Inverter/Interconnection Equipment Model No.: _____
Are Required System Plans & Specifications Attached? Yes ___ No ___
Inverter/Interconnection Equipment Location (describe): _____
Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Location (describe): _____
Existing Electrical Service Capacity: _____ Amperes Voltage: _____ Volts
Service Character: Single Phase ___ Three Phase ___

Aquila, Inc., dba

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

NET METERING RIDER (Continued)
ELECTRIC

For Customers Who Are Assuming Ownership or Operational Control of an Existing Customer-Generator System:

If no changes are being made to the existing Customer-Generator System, complete sections A, D and F of this Application/Agreement and forward to Company at:

Aquila Networks
Attn: Regulatory Services
10700 E. 350 Hwy.
Kansas City, MO 64138

Company will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt by Company if the new Customer-Generator has satisfactorily completed Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

A. Customer-Generator's Information

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Service/Street Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Daytime Phone: _____ Fax: _____ E-Mail: _____
Emergency Contact Phone: _____
Company Account No. (from Utility Bill): _____

B. Customer-Generator's System Information

Manufacturer Name Plate (if applicable) AC Power Rating: ___ kW Voltage: ___ Volts
System Type: Solar ___ Wind ___ Biomass ___ Fuel Cell ___ Other (describe) _____
Service/Street Address: _____
Inverter/Interconnection Equipment Manufacturer: _____
Inverter/Interconnection Equipment Model No.: _____
Are Required System Plans & Specifications Attached? Yes ___ No ___
Inverter/Interconnection Equipment Location (describe): _____
Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Location (describe): _____
Existing Electrical Service Capacity: _____ Amperes Voltage: _____ Volts
Service Character: Single Phase ___ Three Phase ___

CANCELLED
August 31, 2007
Missouri Public
Service Commission

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 112
 Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 112

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS

KANSAS CITY, MO 64138

NET METERING RIDER (Continued)
ELECTRIC

C. Installation Information/Hardware and Installation Compliance

Person or Company Installing: _____

Contractor's License No. (if applicable): _____

Approximate Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ E-Mail: _____

Person or Agency Who Will Inspect/Certify Installation: _____

The Customer-Generator's proposed System hardware complies with all applicable National Electrical Safety Code (NESC), National Electric Code (NEC), Institute of Electrical and Electronics Engineers (IEEE) and Underwriters Laboratories (UL) requirements for electrical equipment and their installation. As applicable to System type, these requirements include, but are not limited to, UL 1741 and IEEE 1547. The proposed installation complies with all applicable local electrical codes. The proposed System has a lockable, visible disconnect device, accessible at all times to Company personnel. The System is only required to include one (1) lockable, visible disconnect device, accessible to Company. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement.

The Customer-Generator's proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency, underfrequency, and overcurrent, and to provide for System synchronization to Company's electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when Company's electric system is not energized or operating normally. If the proposed System is designed to provide uninterruptible power to critical loads, either through energy storage or back-up generation, the proposed System includes a parallel blocking scheme for this backup source that prevents any backflow of power to Company's electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): _____ Date: _____

Name (Print): _____

D. Additional Terms and Conditions

In addition to abiding by Company's other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

1) Operation/Disconnection

If it appears to Company, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator's System is adversely affecting safety, power quality or reliability of Company's electrical system, Company may immediately disconnect and lock-out the Customer-Generator's System from Company's electrical system. The Customer-Generator shall permit Company's employees and inspectors reasonable access to inspect, test, and examine the Customer-Generator's System.

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC**C. Installation Information/Hardware and Installation Compliance**

Person or Company Installing: _____

Contractor's License No. (if applicable): _____

Approximate Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ E-Mail: _____

Person or Agency Who Will Inspect/Certify Installation: _____

The Customer-Generator's proposed System hardware complies with all applicable National Electrical Safety Code (NESC), National Electric Code (NEC), Institute of Electrical and Electronics Engineers (IEEE) and Underwriters Laboratories (UL) requirements for electrical equipment and their installation. As applicable to System type, these requirements include, but are not limited to, UL 1741, IEEE 929-2000, or IEEE 1547. The proposed installation complies with all applicable local electrical codes and all reasonable safety requirements of Company. The proposed System has a lockable, visible disconnect device, accessible at all times to Company personnel. The System is only required to include one (1) lockable, visible disconnect device, accessible to Company. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement.

The Customer-Generator's proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency, underfrequency, and overcurrent, and to provide for System synchronization to Company's electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when Company's electric system is not energized or operating normally. If the proposed System is designed to provide uninterruptible power to critical loads, either through energy storage or back-up generation, the proposed System includes a parallel blocking scheme for this backup source that prevents any backflow of power to Company's electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): _____ Date: _____

Name (Print): _____

D. Additional Terms and Conditions

In addition to abiding by Company's other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

1) Operation/Disconnection

If it appears to Company, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator's System is adversely affecting safety, power quality or reliability of Company's electrical system, Company may immediately disconnect and lock-out the Customer-Generator's System from Company's electrical system. The Customer-Generator shall permit Company's employees and inspectors reasonable access to inspect, test, and examine the Customer-Generator's System.

Issued: July 30, 2007

Issued by: Gary Clemens, Regulatory Services

Effective: August 31, 2007

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Missouri Public
Service Commission

EO-2006-0497

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC**C. Installation Information/Hardware and Installation Compliance**

Person or Company Installing: _____

Contractor's License No. (if applicable): _____

Approximate Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ E-Mail: _____

Person or Agency Who Will Inspect/Certify Installation: _____

The Customer-Generator's proposed System hardware complies with all applicable National Electrical Safety Code (NESC), National Electric Code (NEC), Institute of Electrical and Electronics Engineers (IEEE) and Underwriters Laboratories (UL) requirements for electrical equipment and their installation. As applicable to System type, these requirements include, but are not limited to, UL 1741 and IEEE 929-2000. The proposed installation complies with all applicable local electrical codes and all reasonable safety requirements of Company. The proposed System has a lockable, visible disconnect device, accessible at all times to Company personnel. The System is only required to include one lockable, visible disconnect device, accessible to Company. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement.

The Customer-Generator's proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency, underfrequency, and overcurrent, and to provide for System synchronization to Company's electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when Company's electric system is not energized or operating normally. If the proposed System is designed to provide uninterruptible power to critical loads, either through energy storage or back-up generation, the proposed System includes a parallel blocking scheme for this backup source that prevents any backflow of power to Company's electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): _____ Date: _____

Name (Print): _____

D. Additional Terms and Conditions

In addition to abiding by Company's other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

1) Operation/Disconnection

If it appears to Company, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator's System is adversely affecting safety, power quality or reliability of Company's electrical system, Company may immediately disconnect and lock-out the Customer-Generator's System from Company's electrical system. The Customer-Generator shall permit Company's employees and inspectors reasonable access to inspect, test, and examine the Customer-Generator's System.

CANCELLED
August 31, 2007
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Service Commission

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MO PSC

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC**2) Liability**

Proof of liability insurance is not required for Customer-Generator of 10 kW or less. This does not waive any Customer-Generator liability. Customer-Generator of greater than 10 kW agrees to carry no less than \$100,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System, and provide Company with proof in the form of a certificate of liability insurance or other proof acceptable to the Company. Insurance may be in the form of an existing policy or an endorsement on an existing policy.

3) Interconnection Costs

The Customer-Generator shall, at the Customer-Generator's cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator's System. The Customer-Generator further agrees to pay or reimburse to Company all of Company's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by Company for: (1) additional tests or analyses of the effects of the operation of the Customer-Generator's System on Company's local distribution system, (2) additional metering, and (3) any necessary controls. These Interconnection Costs must be related to the installation of the physical facilities necessary to permit interconnected operation of the Customer-Generator's System with Company's system and shall only include those costs, or corresponding costs, which would not have been incurred by Company in providing service to the Customer-Generator solely as a consumer of electric energy from Company pursuant to Company's standard cost of service policies in effect at the time the Customer-Generator's System is first interconnected with Company's system. Upon request, Company shall provide the Customer-Generator with a non-binding estimate of Company's Interconnection Costs based upon the plans and specifications provided by the Customer-Generator to Company.

4) Energy Pricing and Billing

Section 386.890 RSMo Supp. 2007 sets forth the valuation and billing of electric energy provided by Company to the Customer-Generator and to Company from Customer-Generator. The net electric energy delivered to the Customer-Generator shall be billed in accordance with rate schedule(s) under which the Customer-Generator was being served prior to installation of the generator, as updated or changed from time to time as approved by the Commission. The value of the electric energy delivered by the Customer-Generator to Company shall be credited in accordance with the current annual average cost of fuel for the Company as calculated from the most recent filed annual report with the Commission.

5) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and Company, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving Company at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with Company's system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the

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Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC**2) Liability**

The Customer-Generator agrees to carry no less than \$100,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System. Insurance may be in the form of an existing policy or an endorsement on an existing policy.

3) Interconnection Costs

The Customer-Generator shall, at the Customer-Generator's cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator's System. The Customer-Generator further agrees to pay or reimburse to Company all of Company's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by Company for: (1) additional tests or analyses of the effects of the operation of the Customer-Generator's System on Company's local distribution system, (2) additional metering, and (3) any necessary controls. These Interconnection Costs must be related to the installation of the physical facilities necessary to permit interconnected operation of the Customer-Generator's System with Company's system and shall only include those costs, or corresponding costs, which would not have been incurred by Company in providing service to the Customer-Generator solely as a consumer of electric energy from Company pursuant to Company's standard cost of service policies in effect at the time the Customer-Generator's System is first interconnected with Company's system. Upon request, Company shall provide the Customer-Generator with a non-binding estimate of Company's Interconnection Costs based upon the plans and specifications provided by the Customer-Generator to Company.

4) Energy Pricing and Billing

Section 386.887 RSMo Supp. 2002 sets forth the valuation and billing of electric energy provided by Company to the Customer-Generator and to Company from Customer-Generator. The value of the electric energy delivered to the Customer-Generator shall be billed in accordance with rate schedule(s) under which the Customer-Generator was being served prior to installation of the generator, as updated or changed from time to time as approved by the Commission. The value of the electric energy delivered by the Customer-Generator to Company shall be credited in accordance with rate schedule(s) Cogeneration Purchase Schedule.

5) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and Company, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving Company at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with Company's system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC

Customer-Generator and Company. This agreement may also be terminated, by approval of the Commission, if there is a change in statute that is determined to be applicable to this contract and necessitates its termination.

6) Transfer of Ownership

If operational control of the Customer-Generator's System transfers to any other party than the Customer-Generator, a new Application/Agreement must be completed by the person or persons taking over operational control of the existing Customer-Generator System. Company shall be notified no less than thirty (30) days before the Customer-Generator anticipates transfer of operational control of the Customer-Generator's System. The person or persons taking over operational control of Customer-Generator's System must file a new Application/Agreement, and must receive authorization from Company, before the existing Customer-Generator System can remain interconnected with Company's electrical system. The new Application/ Agreement will only need to be completed to the extent necessary to affirm that the new person or persons having operational control of the existing Customer-Generator System completely understand the provisions of this Application/Agreement and agrees to them. If no changes are being made to the Customer-Generator's System, completing sections A, D and F of this Application/ Agreement will satisfy this requirement. If no changes are being proposed to the Customer-Generator System, Company will assess no charges or fees for this transfer. Company will review the new Application/Agreement and shall approve such, within fifteen (15) business days if the new Customer-Generator has satisfactorily completed the Application/ Agreement, and no changes are being proposed to the existing Customer-Generator System. Company will then complete section G and forward a copy of the completed Application/Agreement back to the new Customer-Generator, thereby notifying the new Customer-Generator that the new Customer-Generator is authorized to operate the existing Customer-Generator System in parallel with Company's electrical system. If any changes are planned to be made to the existing Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics, then the Customer-Generator shall submit to Company a new Application/Agreement for the entire Customer-Generator System and all portions of the Application/Agreement must be completed.

7) Dispute Resolution

If any disagreements between the Customer-Generator and Company arise that cannot be resolved through normal negotiations between them, the disagreements may be brought to the Missouri Public Service Commission by either party, through an informal or formal complaint. Procedures for filing and processing these complaints are described in 4 CSR 240-2.070. The complaint procedures described in 4 CSR 240-2.070 apply only to retail electric power suppliers to the extent that they are regulated by the Missouri Public Service Commission.

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

NET METERING RIDER (Continued) ELECTRIC
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Customer-Generator and Company. This agreement may also be terminated, by approval of the Commission, if there is a change in statute that is determined to be applicable to this contract and necessitates its termination.

6) Transfer of Ownership

If operational control of the Customer-Generator's System transfers to any other party than the Customer-Generator, a new Application/Agreement must be completed by the person or persons taking over operational control of the existing Customer-Generator System. Company shall be notified no less than thirty (30) days before the Customer-Generator anticipates transfer of operational control of the Customer-Generator's System. The person or persons taking over operational control of Customer-Generator's System must file a new Application/Agreement, and must receive authorization from Company, before the existing Customer-Generator System can remain interconnected with Company's electrical system. The new Application/ Agreement will only need to be completed to the extent necessary to affirm that the new person or persons having operational control of the existing Customer-Generator System completely understand the provisions of this Application/Agreement and agrees to them. If no changes are being made to the Customer-Generator's System, completing sections A, D and F of this Application/ Agreement will satisfy this requirement. If no changes are being proposed to the Customer-Generator System, Company will assess no charges or fees for this transfer. Company will review the new Application/Agreement and shall approve such, within fifteen (15) days if the new Customer-Generator has satisfactorily completed the Application/ Agreement, and no changes are being proposed to the existing Customer-Generator System. Company will then complete section G and forward a copy of the completed Application/Agreement back to the new Customer-Generator, thereby notifying the new Customer-Generator that the new Customer-Generator is authorized to operate the existing Customer-Generator System in parallel with Company's electrical system. If any changes are planned to be made to the existing Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics, then the Customer-Generator shall submit to Company a new Application/Agreement for the entire Customer-Generator System and all portions of the Application/Agreement must be completed.

7) Dispute Resolution

If any disagreements between the Customer-Generator and Company arise that cannot be resolved through normal negotiations between them, the disagreements may be brought to the Missouri Public Service Commission by either party, through an informal or formal complaint. Procedures for filing and processing these complaints are described in 4 CSR 240-2.070. The complaint procedures described in 4 CSR 240-2.070 apply only to retail electric power suppliers to the extent that they are regulated by the Missouri Public Service Commission.

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC**8) Testing Requirement**

IEEE 1547 requires periodic testing of all interconnection related protective functions. The Customer-Generator must, at least once every year, conduct a test to confirm that the Customer-Generator's net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero) within two (2) seconds of being disconnected from Company's electrical system. Disconnecting the net metering unit from Company's electrical system at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test. The Customer-Generator shall maintain a record of the results of these tests and, upon request by Company, shall provide a copy of the test results to Company. If the Customer-Generator is unable to provide a copy of the test results upon request, Company shall notify the Customer-Generator by mail that Customer-Generator has thirty (30) days from the date the Customer-Generator receives the request to provide to Company, the results of a test. If the Customer-Generator's equipment ever fails this test, the Customer-Generator shall immediately disconnect the Customer-Generator's System from Company's system. If the Customer-Generator does not provide results of a test to Company within thirty (30) days of receiving a request from Company or the results of the test provided to Company show that the Customer-Generator's net metering unit is not functioning correctly, Company may immediately disconnect the Customer-Generator's System from Company's system. The Customer-Generator's System shall not be reconnected to Company's electrical system by the customer generator until the Customer-Generator's System is repaired and operating in a normal and safe manner.

I have read, understand, and accept the provisions of Section D, subsections 1 through 8 of this Application/Agreement.

Signed (Customer-Generator): _____ Date: _____

E. Electrical Inspection

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (print): _____

Inspector Certification: I am a Licensed Engineer in Missouri ___ License No. _____

or I am a Licensed Electrician in Missouri ___ License No. _____

Signed (Inspector): _____ Date: _____

F. Customer-Generator Acknowledgement

I am aware of the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Company's parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer's recommended practices, the provisions of IEEE Standard 1547, as well as Company's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on

CANCELLED
December 3, 2008
Missouri Public
Service Commission
EN-2009-0164; JE-2009-0312

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ET-2008-0271

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC**8) Testing Requirement**

The Customer-Generator must, at least once every year, conduct a test to confirm that the Customer-Generator's net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero) within two (2) seconds of being disconnected from Company's electrical system. Disconnecting the net metering unit from Company's electrical system at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test. The Customer-Generator shall maintain a record of the results of these tests and, upon request by Company, shall provide a copy of the test results to Company. If the Customer-Generator is unable to provide a copy of the test results upon request, Company shall notify the Customer-Generator by mail that Customer-Generator has thirty (30) days from the date the Customer-Generator receives the request to provide to Company, the results of a test. If the Customer-Generator's equipment ever fails this test, the Customer-Generator shall immediately disconnect the Customer-Generator's System from Company's system. If the Customer-Generator does not provide results of a test to Company within thirty (30) days of receiving a request from Company or the results of the test provided to Company show that the Customer-Generator's net metering unit is not functioning correctly, Company may immediately disconnect the Customer-Generator's System from Company's system. The Customer-Generator's System shall not be reconnected to Company's electrical system by the customer generator until the Customer-Generator's System is repaired and operating in a normal and safe manner.

I have read, understand, and accept the provisions of Section D, subsections 1 through 8 of this Application/Agreement.

Signed (Customer-Generator): _____ Date: _____

E. Electrical Inspection

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (print): _____

Inspector Certification: I am a Licensed Engineer in Missouri ___ or I am a Licensed Electrician in Missouri ___ License No. _____

Signed (Inspector): _____ Date: _____

F. Customer-Generator Acknowledgement

I am aware of the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Company's parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer's recommended practices, the provisions of IEEE Standard 1547, as well as Company's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on

Issued: July 30, 2007

Issued by: Gary Clemens, Regulatory Services

Effective: August 31, 2007

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Missouri Public
Service Commission

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Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC**8) Testing Requirement**

The Customer-Generator must, at least once every year, conduct a test to confirm that the Customer-Generator's net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero) within two (2) seconds of being disconnected from Company's electrical system. Disconnecting the net metering unit from Company's electrical system at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test. The Customer-Generator shall maintain a record of the results of these tests and, upon request by Company, shall provide a copy of the test results to Company. If the Customer-Generator is unable to provide a copy of the test results upon request, Company shall notify the Customer-Generator by mail that Customer-Generator has thirty (30) days from the date the Customer-Generator receives the request to provide to Company, the results of a test. If the Customer-Generator's equipment ever fails this test, the Customer-Generator shall immediately disconnect the Customer-Generator's System from Company's system. If the Customer-Generator does not provide results of a test to Company within thirty (30) days of receiving a request from Company or the results of the test provided to Company show that the Customer-Generator's net metering unit is not functioning correctly, Company may immediately disconnect the Customer-Generator's System from Company's system. The Customer-Generator's System shall not be reconnected to Company's electrical system by the customer generator until the Customer-Generator's System is repaired and operating in a normal and safe manner.

I have read, understand, and accept the provisions of Section D, subsections 1 through 8 of this Application/Agreement.

Signed (Customer-Generator): _____ Date: _____

E. Electrical Inspection

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (print): _____

Inspector Certification: I am a Licensed Engineer in Missouri ___ or I am a Licensed Electrician in Missouri ___ License No. _____

Signed (Inspector): _____ Date: _____

F. Customer-Generator Acknowledgement

I am aware of the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Company's parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer's recommended practices as well as Company's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on

CANCELLED
August 31, 2007
Missouri Public
Service Commission

Aquila, Inc., dba

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

NET METERING RIDER (Continued)
ELECTRIC

Company's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Company's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Company no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to Company.

I agree not to operate the Customer-Generator System in parallel with Company's electrical system until this Application/Agreement has been approved by Company.

Signed (Customer-Generator): _____ Date: _____

G. Utility Application Approval (completed by Company)

Company does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury to persons due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by Company on this _____ day of _____ (month), _____ (year).

Company Representative Name (print): _____

Signed Company Representative: _____

CANCELLED

December 3, 2008

Missouri Public

Service Commission

EN-2009-0164; JE-2009-0312

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Issued by: Dennis Williams, Regulatory Services

Effective: April 22, 2004

FILED
MO PSC

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 117
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 117

Aquila, Inc., dba

AQUILA NETWORKS

For portions of Territory Served by Aquila Networks – L&P

KANSAS CITY, MO 64138

ELECTRIC

Reserved for future use

CANCELLED

December 3, 2008

Missouri Public
Service Commission

EN-2009-0164; JE-2009-0312

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Missouri Public
Service Commission

ET-2008-0396

Issued: June 17, 2008
Issued by: Gary Clemens, Regulatory Services

Effective: ~~July 17, 2008~~
June 27, 2008

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

For portions of Territory Served by Aquila Networks – L&P

KANSAS CITY, MO 64138FIXED BILL PILOT PROGRAM
ELECTRICAVAILABILITY

Available on a voluntary basis, at the option of the Company, to residential customers served under rate schedules MO910 or MO920 who receive single-phase electric service at a single private dwelling unit. This tariff is offered as a two (2) year pilot program and will terminate on May 31, 2007, unless extended by the Company with the approval of the Missouri Public Service Commission. The pilot program is limited to residential customers who accept an invitation to be participants in the Fixed Bill pilot program. Invitations shall be extended based on random selection of customers meeting the applicability guidelines listed below.

APPLICABILITY

Applicable to all residential customers living within the St. Joseph, MO. premises service area who have resided in their current separately metered residence over the previous twenty-four (24) months, have a consistent usage pattern for at least twelve (12) consecutive months that supports an accurate forecast of future consumption and are currently in good financial standing with the Company. Service shall not be resold or shared with others.

TERM OF CONTRACT

Service under this program shall commence with the first billing period of the designated "Program Year", each year for a minimum one (1) year term, renewable annually, at the option of both parties. For the initial Program Year and each subsequent Program Year, prior to the anniversary of the original contract, the Company shall review the customer's account and prepare a Fixed Bill offer for the following Program Year. The Fixed Bill offer for each Program Year shall be provided at least thirty (30) days prior to the beginning of that Program Year. A Fixed Bill contract and amount will commence each successive Program Year unless terminated by the Customer or the Company. Each Fixed Bill offer presented to a customer shall contain, at a minimum, the following:

- Explanation of the Fixed Bill program
- Disclosure of the Program Fee
- Annual and monthly fixed bill amount
- Length of contract
- Explanation of the early termination process and consequences
- Customer bill history
- Information on conservation options.

Each monthly bill rendered will show the fixed bill dollar amount and the actual, non-normalized usage.

Any Customer may terminate the contract at the end of any Program Year at no charge. If a customer withdraws from the Fixed Bill program prior to the end of any Program Year, the contract is terminated and debit and credit balances will be settled. The customer will be required to pay any positive difference between their actual usage billed on their regular residential service tariff less the amount collected under the Fixed Bill. The customer will be refunded any positive difference between the amount collected under the Fixed Bill and their actual usage billed on the regular residential service tariff. If the customer continues service on a standard tariff at the same location, the customer will be charged a \$50.00 Early Termination Fee. If customer ceases to receive service at the same location, no Early Termination Fee will be charged.

Issued: February 24, 2006

Effective: ~~March 26, 2006~~

Issued by: Gary Clemens, Regulatory Services

FILED

March 1, 2006

MO PSC

ER-2006-0436

**Aquila, Inc., dba
AQUILA NETWORKS
KANSAS CITY, MO 64138**

For portions of Territory Served by Aquila Networks – L&P

**FIXED BILL PILOT PROGRAM
ELECTRIC**

AVAILABILITY

Available on a voluntary basis, at the option of the Company, to residential customers served under rate schedules MO910, MO913 or MO920 who receive single-phase electric service at a single private dwelling unit. This tariff is offered as a two year pilot program and will terminate on May 31, 2007, unless extended by the Company with the approval of the Missouri Public Service Commission. The pilot program is limited to residential customers who accept an invitation to be participants in the Fixed Bill pilot program. Invitations shall be extended based on random selection of customers meeting the applicability guidelines listed below.

APPLICABILITY

Applicable to all residential customers living within the St. Joseph, MO. premises service area who have resided in their current separately metered residence over the previous twenty-four months, have a consistent usage pattern for at least twelve consecutive months that supports an accurate forecast of future consumption and are currently in good financial standing with the Company. Service shall not be resold or shared with others.

TERM OF CONTRACT

Service under this program shall commence with the first billing period of the designated "Program Year", each year for a minimum one-year term, renewable annually, at the option of both parties. For the initial Program Year and each subsequent Program Year, prior to the anniversary of the original contract, the Company shall review the customer's account and prepare a Fixed Bill offer for the following Program Year. The Fixed Bill offer for each Program Year shall be provided at least 30 days prior to the beginning of that Program Year. A Fixed Bill contract and amount will commence each successive Program Year unless terminated by the Customer or the Company. Each Fixed Bill offer presented to a customer shall contain, at a minimum, the following:

- Explanation of the Fixed Bill program
- Disclosure of the Program Fee
- Annual and monthly fixed bill amount
- Length of contract
- Explanation of the early termination process and consequences
- Customer bill history
- Information on conservation options.

Cancelled

March 1, 2006

Public Service Commission
MISSOURI

Each monthly bill rendered will show the fixed bill dollar amount and the actual, non-normalized usage.

Any Customer may terminate the contract at the end of any Program Year at no charge. If a customer withdraws from the Fixed Bill program prior to the end of any Program Year, the contract is terminated and debit and credit balances will be settled. The customer will be required to pay any positive difference between their actual usage billed on their regular residential service tariff less the amount collected under the Fixed Bill. The customer will be refunded any positive difference between the amount collected under the Fixed Bill and their actual usage billed on the regular residential service tariff. If the customer continues service on a standard tariff at the same location, the customer will be charged a \$50.00 Early Termination Fee. If customer ceases to receive service at the same location, no Early Termination Fee will be charged.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 2nd Revised Sheet No. 118
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 118

Aquila, Inc., dba

AQUILA NETWORKS

For portions of Territory Served by Aquila Networks – L&P

KANSAS CITY, MO 64138

ELECTRIC

Reserved for future use

CANCELLED
December 3, 2008
Missouri Public
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Aquila, Inc., dba**AQUILA NETWORKS**

For portions of Territory Served by Aquila Networks – L&P

KANSAS CITY, MO 64138FIXED BILL PILOT PROGRAM (Continued)
ELECTRIC**BILL DETERMINATION**

Under this program, Company will estimate the monthly kWh usage for the upcoming twelve (12) month period based on the Customer's previous historical metered usage, adjusted to normal weather. The annual weather normalized kWh (WNkWh) will be increased by additional kWh (kWhG) to reflect expected consumption changes and other growth factors. The Customer's expected annual kWh will then be used to calculate expected monthly bills using the Customer's applicable rate schedule. The resulting sum of the expected monthly bills, Customer Charge (CC) for the applicable residential tariff and the risk fee, will be divided by twelve (12) to determine the Fixed Bill monthly amount. Any applicable fees and taxes will then be applied.

BILL FORMULA

$$\text{Annual Bill} = \text{Sum over 12 billing periods} \{ \text{CC} + [((\text{WNkWh} + \text{kWhG}) * \text{EnergyPrice}) * (1 + \text{RF} \%)] \}$$

Each Customer's annual bill is specific or unique to that customer.

"Fixed Bill" Monthly Bill = Annual Bill / 12

Minimum Monthly Bill = "Fixed Bill" Monthly Amount

Customer Charge (CC) = The monthly customer charge associated with the applicable Residential tariff.

Weather Normalized kWh (WNkWh) = Expected annual energy consumption calculated based on customer's historical metered usage adjusted for normal weather.

KWh Growth (kWhG) = Additional kWh added to the base WNkWh due to expected average consumption changes and other growth factors.

KWh Growth Factor = kWhG / WNkWh.

Energy Price = Expected energy price structure (in ¢/kWh) from the appropriate rate schedule including applicable riders.

Risk Fee (RF %) = The fee used to compensate Company for the incremental risks associated with offering fixed billing service.

Program Fee (%) = The combined impact of the KWh Growth Factor and the Risk Fee expressed as percentages. For purposes of this pilot, the program fee will not exceed eight percent (8%) and the actual program fee used will be explicitly stated on the Fixed Bill offer presented to each customer.

Normal Weather = Based on seasonal heating degree-days and cooling degree-days as determined from published temperature data.

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**Aquila, Inc., dba
AQUILA NETWORKS
KANSAS CITY, MO 64138**

For portions of Territory Served by Aquila Networks – L&P

**FIXED BILL PILOT PROGRAM
ELECTRIC**

BILL DETERMINATION

Under this program, Company will estimate the monthly kWh usage for the upcoming twelve month period based on the Customer’s previous historical metered usage, adjusted to normal weather. The annual weather normalized kWh (WNkWh) will be increased by additional kWh (kWhG) to reflect expected consumption changes and other growth factors. The Customer’s expected annual kWh will then be used to calculate expected monthly bills using the Customer’s applicable rate schedule (including the IEC rider). The resulting sum of the expected monthly bills, Customer Charge (CC) for the applicable residential tariff and the risk fee, will be divided by twelve to determine the Fixed Bill monthly amount. Any applicable fees and taxes will then be applied.

BILL FORMULA

Annual Bill = sum over 12 billing periods {CC + [(WNkWh + kWhG) * EnergyPrice] * (1 + RF %)}

Each Customer’s annual bill is specific or unique to that customer. **Cancelled**

“Fixed Bill” Monthly Bill = Annual Bill / 12 **March 1, 2006**

Minimum Monthly Bill = “Fixed Bill” Monthly Amount **Public Service Commission
MISSOURI**

Customer Charge (CC) = the monthly customer charge associated with the applicable Residential tariff.

Weather Normalized kWh (WNkWh) = Expected annual energy consumption calculated based on customer’s historical metered usage adjusted for normal weather.

KWh Growth (kWhG) = additional kWh added to the base WNkWh due to expected average consumption changes and other growth factors.

KWh Growth Factor = kWhG / WNkWh.

Energy Price = Expected energy price structure (in ¢/kWh) from the appropriate rate schedule including the IEC charge and other applicable riders.

Risk Fee (RF %) = the fee used to compensate Company for the incremental risks associated with offering fixed billing service.

Program Fee (%) = The combined impact of the KWh Growth Factor and the Risk Fee expressed as percentages. For purposes of this pilot, the program fee will not exceed 8% and the actual program fee used will be explicitly stated on the Fixed Bill offer presented to each customer.

Normal Weather = Based on seasonal heating degree-days and cooling degree-days as determined from published temperature data.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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Aquila, Inc., dba

AQUILA NETWORKS

For portions of Territory Served by Aquila Networks – L&P

KANSAS CITY, MO 64138

ELECTRIC

Reserved for future use

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

For portions of Territory Served by Aquila Networks – L&P

KANSAS CITY, MO 64138

FIXED BILL PILOT PROGRAM (Continued) ELECTRIC
--

LATE PAYMENT CHARGE

See Company Rules and Regulations.

SPECIAL RULES

The fixed bill or minimum bill does not include any franchise or occupation tax. The Company Tax and License Rider is applicable to all charges under this schedule. The Fixed Bill monthly charge will not include usage or charges for additional services including, but not limited to, private area lighting or other charges.

PILOT PROGRAM EVALUATION AND REPORTING

This Fixed Bill Pilot Program has been developed by the Company to allow the gathering of information about the level of customer interest and acceptance of such a program along with the infrastructure requirements for such a program if it were to become permanent. The Company will separately track in an identifiable manner the revenue and incremental costs of this program and make this information available in a reasonable time, upon request, to the Staffs of the Commission and the Office of the Public Counsel. The Company will analyze the information obtained and submit a report for each Program Year to the Missouri Public Service Commission and the Office of the Public Counsel no later than sixty (60) days after the end of each Program Year. These reports will address, at a minimum, the following: the level of customer interest in such a program, the initial customer take rate, the customer renewal rate, the effectiveness of customer education efforts, the impact on and changes required to billing and customer support functions, changes required in the Terms and Conditions to make the program more effective and efficient, the usage history necessary to accurately forecast weather normalized consumption, the appropriate weather reporting station to use for normalization, actual changes in weather normalized consumption that occur in each Program Year and other facts or situations that may become apparent during the pilot period. These reports will include for each program year, for each program participant the monthly fixed amount billed and the monthly amount that would have been billed under the existing applicable tariff and a listing of customers withdrawing from the program early along with the settlement amounts associated with each early termination.

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**Aquila, Inc., dba
AQUILA NETWORKS
KANSAS CITY, MO 64138**

For portions of Territory Served by Aquila Networks – L&P

**FIXED BILL PILOT PROGRAM
ELECTRIC**

LATE PAYMENT CHARGE

See company Rules and Regulations.

SPECIAL RULES

The fixed bill or minimum bill does not include any franchise or occupation tax. The Company Tax and License Rider is applicable to all charges under this schedule. The Fixed Bill monthly charge will not include usage or charges for additional services including, but not limited to, private area lighting or other charges. Any customer on this Fixed Bill Pilot Program will be entitled to receive any refunds due under the IEC Rider.

PILOT PROGRAM EVALUATION AND REPORTING

This Fixed Bill Pilot Program has been developed by the Company to allow the gathering of information about the level of customer interest and acceptance of such a program along with the infrastructure requirements for such a program if it were to become permanent. The Company will separately track in an identifiable manner the revenue and incremental costs of this program and make this information available in a reasonable time, upon request, to the Staffs of the Commission and the Office of the Public Counsel. The Company will analyze the information obtained and submit a report for each Program Year to the Missouri Public Service Commission and the Office of the Public Counsel no later than sixty days after the end of each Program Year. These reports will address, at a minimum, the following: the level of customer interest in such a program, the initial customer take rate, the customer renewal rate, the effectiveness of customer education efforts, the impact on and changes required to billing and customer support functions, changes required in the Terms and Conditions to make the program more effective and efficient, the usage history necessary to accurately forecast weather normalized consumption, the appropriate weather reporting station to use for normalization, actual changes in weather normalized consumption that occur in each Program Year and other facts or situations that may become apparent during the pilot period. These reports will include for each program year, for each program participant the monthly fixed amount billed and the monthly amount that would have been billed under the existing applicable tariff and a listing of customers withdrawing from the program early along with the settlement amounts associated with each early termination.

Cancelled

March 1, 2006

Public Service Commission
MISSOURI

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

For Territory Served by Aquila Networks - L&P and Aquila Networks - MPS

KANSAS CITY, MO 64138

ECONOMIC DEVELOPMENT RIDER ELECTRIC
--

PURPOSE

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

AVAILABILITY

Electric service under this Rider is available to certain customers otherwise qualified for service under the Company's Large General Service or the Company's Large Power Service rates that also meet the criteria stated herein on a first come, first serve basis as determined by the execution of the contract specified herein. The availability of this Rider shall be limited to qualified customers not involved in selling or providing goods and services directly to the general public. The Company will consider all requests for service under this Rider; however, requests will not be accepted for new or expanded facilities under construction or otherwise committed to operation prior to the first effective date of this Rider. Electric service under this Rider is not available in conjunction with service provided pursuant to any other special contract agreements.

APPLICABILITY

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

CRITERIA

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

1. Annual kW Demand Criterion: The peak demand of the new customer or additional facilities is reasonably projected to be at least two hundred (200) kW within two (2) years of the new customer or separately measured facilities expansion first receiving service from Company. The new or expanding customer and Company will mutually agree upon a capacity expansion plan to be defined in the electric service agreement.
2. Load Factor Criterion: The annual load factor of the new customer or additional facilities is reasonably projected to exceed fifty-five percent (55%) within two (2) years of the new customer or additional separately measured facilities commencing service under this Rider. The customer must maintain an annual load factor exceeding fifty-five percent (55%) or greater in years three (3) through five (5) of the Rider to continue to be eligible for the incentive provisions. The customer's annual load factor will be reviewed each year on the anniversary of the commencement date of the EDR.

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

For Territory Served by Aquila Networks - L&P and Aquila Networks - MPS

KANSAS CITY, MO 64138ECONOMIC DEVELOPMENT RIDER (Continued)
ELECTRICCRITERIA (Continued)

The annual load factor of the customer shall be determined by the following relationship.

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

The maximum summer monthly demand is defined as the actual measured demand of the new Customer or facilities during the four (4) summer months of June through September.

3. The new or additional facility receives local, regional or state governmental incentives.

INCENTIVE PROVISIONS

1. Rate Discount: Prior to taxes, the Customer's net monthly bill, calculated in accordance with the applicable rate schedules, will be discounted by thirty percent (30%) during the first (1st) contract year, twenty-five percent (25%) during the second (2nd) contract year, twenty percent (20%) during the third (3rd) contract year, fifteen percent (15%) during the fourth (4th) contract year, and ten percent (10%) during the fifth (5th) contract year. After the fifth (5th) contract year, this incentive provision shall cease.
2. Minimum Bill: The minimum monthly bill will be the charge for the minimum monthly Reserved Capacity of two hundred (200) kW pursuant to the applicable rate schedule. Other provisions of the applicable rate schedule which describe the calculation of Reserve Capacity and Billing Capacity apply. After the fifth (5th) contract year, this provision shall cease.
3. Local Service Facilities: The Company will not require an additional facilities or line extension charge for facilities installed to serve the customer if the Company's analysis of expected revenues from the new load on an ongoing basis is determined to be sufficient to justify the required investment in the facilities.
4. Separately Measured Service: Bills to existing Customers, pursuant to the provisions of this or other locations.
5. Shifting of Existing Load: For Customers with existing facilities at one (1) or more locations in the Company's service area, this Rider shall not be applicable to service provided at any other delivery point prior to receiving service under this Rider. Customer is prohibited from shifting loads from those locations already existing in the Company's service area to qualify for this Rider or to receive benefits from this Rider.

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

For Territory Served by Aquila Networks - L&P and Aquila Networks - MPS

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

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

TERMINATION

Failure of the Customer to meet or maintain any of the applicable criteria of this Rider, used to qualify the Customer for acceptance on the Rider, within the two (2) year period commencing with the date service under this Rider begins, may lead to termination of service under this Rider.

OTHER PROVISIONS

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

FORM OF CONTRACT

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

WITNESSETH:

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

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

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

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

The Company and Customer agree as follows:

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

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Aquila, Inc., dba

AQUILA NETWORKS For Territory Served by Aquila Networks - L&P and Aquila Networks - MPS

KANSAS CITY, MO 64138

ECONOMIC DEVELOPMENT RIDER (Continued)
ELECTRIC

FORM OF CONTRACT (Continued)

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

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

Aquila Networks
a division of
Aquila, Inc.

Customer

By _____

By _____

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1Original Sheet No. 124

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Sheet No. _____

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

ACCUMULATION PERIOD:

The two six-month accumulation periods each year through May 31, 2011, the two corresponding twelve-month recovery periods and filing dates will be as follows:

<u>Accumulation Period</u>	<u>Filing Date</u>	<u>Recovery Period</u>
June – November	By January 1	March – February
December – May	By July 1	September – August

RECOVERY PERIOD:

The billing months during which the Cost Adjustment Factor (CAF) for each of the respective accumulation periods are applied to retail customer billings on a per kilowatt-hour (kWh) basis.

COSTS:

Costs eligible for Fuel Adjustment Clause (FAC) will be the Company's allocated variable Missouri Jurisdictional costs for the fuel component of the Company's generating units, purchased power energy charges, and emission allowance costs. Eligible costs do not include the purchased power demand costs associated with purchased power contracts.

APPLICATION

The price per kWh of electricity sold will be adjusted subject to application of the FAC mechanism and approval by the Missouri Public Service Commission. The price will reflect accumulation period Missouri Jurisdictional costs above or below base costs for:

1. variable fuel components related to the Company's electric generating plants;
2. purchased power energy charges;
3. emission allowance costs;
4. an adjustment for recovery period sales variation. This is based on the difference between the values of the FAC as adjusted minus actual FAC revenue during the recovery period. This amount will be collected or refunded during a succeeding recovery period;
5. interest on deferred electric energy costs, which shall be determined monthly. Interest shall be calculated at a rate equal to the weighted average interest rate paid on short-term debt, applied to the month-end balance of deferred electric energy costs. The accumulated interest shall be included in the determination of the CAF.

The FAC will be the aggregation of (1), (2), (3), minus the base cost of fuel, all times 95%, plus or minus (4), plus (5), above.

The Cost Adjustment Factor is the result of dividing the FAC by estimated kWh sales during the recovery period, rounded to the nearest \$.0001, and aggregating over two accumulation periods. The formula and components are displayed below.

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Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138FUEL ADJUSTMENT CLAUSE (CONTINUED)
ELECTRIC

$$FAC_{Sec} = \{[95\% * (F + P + E - B)] * \{(S_{A_{Sec}} * L_{Sec}) / [(S_{A_{Sec}} * L_{Sec}) + (S_{A_{Prim}} * L_{Prim})]\}\} + C_{Sec}$$

$$FAC_{Prim} = \{[95\% * (F + P + E - B)] * \{(S_{A_{Prim}} * L_{Prim}) / [(S_{A_{Sec}} * L_{Sec}) + (S_{A_{Prim}} * L_{Prim})]\}\} + C_{Prim}$$

The Cost Adjustment Factor (CAF) is as follows:

$$\text{Single Accumulation Period Secondary Voltage CAF} = FAC_{Sec} / S_{R_{Sec}}$$

$$\text{Single Accumulation Period Primary Voltage CAF} = FAC_{Prim} / S_{R_{Prim}}$$

$$\text{Annual Secondary Voltage CAF} =$$

Aggregation of the Single Accumulation Period Secondary Voltage CAFs still to be recovered

$$\text{Annual Primary Voltage CAF} =$$

Aggregation of the Single Accumulation Period Primary Voltage CAFs still to be recovered

Where:

FAC_{Sec} = Secondary Voltage FAC

FAC_{Prim} = Primary Voltage FAC

95% = Customer responsibility for fuel variance from base level

F = Actual variable cost of fuel in FERC Accounts 501 & 547

P = Actual cost of purchased energy in FERC Account 555

E = Actual emission allowance cost in FERC Account 509

B = Base variable fuel costs, purchased energy, and emission allowances are calculated as shown below:

Aquila Networks – L&P $S_A \times \$0.01799$

Aquila Networks – MPS $S_A \times \$0.02538$

C = Under / Over recovery determined in the true-up of prior recovery period cost, including accumulated interest, and modifications due to prudence reviews

C_{Sec} = Lower than Primary Voltage Customers

C_{Prim} = Primary and Higher Voltage Customers

S_A = Actual sales (kWh) for the accumulation period

$S_{A_{Sec}}$ = Lower than Primary Voltage Customers

$S_{A_{Prim}}$ = Primary and Higher Voltage Customers

S_R = Estimated sales (kWh) for the recovery period

$S_{R_{Sec}}$ = Lower than Primary Voltage Customers

$S_{R_{Prim}}$ = Primary and Higher Voltage Customers

L = Loss factor by voltage level

L_{Sec} = Lower than Primary Customers

L_{Prim} = Primary and Higher Customers

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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Original Sheet No. 126

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Sheet No. _____

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS

KANSAS CITY, MO 64138

FUEL ADJUSTMENT CLAUSE (CONTINUED)
ELECTRIC

The FAC will be calculated separately for Aquila Networks – L&P and Aquila Networks – MPS and by voltage level, and the resultant CAF's will be applied to customers in the respective divisions and voltage levels.

APPLICABLE BASE ENERGY COST

Company base energy cost per kWh sold, \$0.01799 for Aquila Networks – L&P, and \$0.02538 for Aquila Networks – MPS.

TRUE-UPS AND PRUDENCE REVIEWS

There shall be prudence reviews of costs and the true-up of revenues collected with costs intended for collection. FAC costs collected in rates will be refundable based on true-up results and findings in regard to prudence. Adjustments, if any, necessary by Commission order pursuant to any prudence review shall also be placed in the FAC for collection unless a separate refund is ordered by the Commission. True-ups occur at the end of each recovery period. Prudence reviews shall occur no less frequently than at 18 month intervals.

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Aquila, Inc., dba

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

FUEL ADJUSTMENT CLAUSE (CONTINUED) ELECTRIC
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COST ADJUSTMENT FACTOR

Aquila Networks – L&P	Total	Secondary	Primary
Accumulation Period Ending	5/31/08		
1 Total energy cost (F, P, and E)	\$21,799,987		
2 Base energy cost (B)	-\$19,990,815		
3 First Interim Total	\$1,809,172		
4 Base energy (S _A) by voltage level		964,316,803	146,901,372
4.1 Loss factors (L)		* 108.443%	* 106.231%
4.2 S _A adjusted for losses		1,045,735,693	156,055,262
4.3 Loss factor weights		* 87.015%	* 12.985%
5 Customer Responsibility	* 95%		
6 Second Interim Total by voltage level	\$1,718,713	\$1,495,534	\$223,179
7 Adjustment for Under / Over recovery for prior periods (C)		± \$0	± \$0
8 Fuel Adjustment Clause		\$1,562,718	\$233,413
9 Estimated recovery period sales kWh (S _R)		÷ 1,894,686,643	÷ 288,631,357
10 Current period cost adjustment factor		\$0.0008	\$0.0008
11 Previous period cost adjustment factor		+ \$0.0015	+ \$0.0015
12 Current annual cost adjustment factor		\$0.0023	\$0.0023

Aquila Networks – MPS	Total	Secondary	Primary
Accumulation Period Ending	5/31/08		
1 Total energy cost (F, P, and E)	\$88,047,387		
2 Base energy cost (B)	-\$73,680,278		
3 First Interim Total	\$14,367,109		
4 Base energy (S _A) by voltage level		2,528,903,501	374,180,735
4.1 Loss factors (L)		* 107.433%	* 104.187%
4.2 S _A adjusted for losses		2,716,876,001	389,847,538
4.3 Loss factor weights		* 87.451%	* 12.549%
5 Customer Responsibility	* 95%		
6 Second Interim Total by voltage level	\$13,648,754	\$11,936,039	\$1,712,715
7 Adjustment for Under / Over recovery for prior periods (C)		± \$0	± \$0
8 Fuel Adjustment Clause		\$12,249,824	\$1,759,144
9 Estimated recovery period sales kWh (S _R)		÷ 5,392,740,253	÷ 797,918,747
10 Current period cost adjustment factor		\$0.0023	\$0.0022
11 Previous period cost adjustment factor		+ \$0.0020	+ \$0.0020
12 Current annual cost adjustment factor		\$0.0043	\$0.0042

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 11stRevised Sheet No. 127Canceling P.S.C. MO. No. 1Original Sheet No. 127**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138FUEL ADJUSTMENT CLAUSE (CONTINUED)
ELECTRICCOST ADJUSTMENT FACTOR

Aquila Networks – L&P	Total		Secondary		Primary
Accumulation Period Ending	11/30/07				
1 Total energy cost (F, P, and E)	\$22,743,474				
2 Base energy cost (B)	- \$19,331,734				
3 First Interim Total	\$3,411,740				
4 Base energy (S _A) by voltage level			900,909,146		173,673,048
4.1 Loss factors (L)		*	108.443%	*	106.231%
4.2 S _A adjusted for losses			976,974,420		184,495,165
4.3 Loss factor weights		*	84.115%	*	15.885%
5 Customer Responsibility	* 95%				
6 Second Interim Total by voltage level	\$3,241,153		\$2,726,308		\$514,845
7 Adjustment for Under / Over recovery for prior periods (C)		±	\$0	±	\$0
8 Fuel Adjustment Clause			\$2,779,289		\$525,059
9 Estimated recovery period sales kWh (S _R)		+	1,811,608,578	+	349,233,422
10 Current period cost adjustment factor			\$0.0015		\$0.0015
11 Previous period cost adjustment factor		+	\$0.0000	+	\$0.0000
12 Current annual cost adjustment factor			\$0.0015		\$0.0015

Aquila Networks – MPS	Total		Secondary		Primary
Accumulation Period Ending	11/30/07				
1 Total energy cost (F, P, and E)	\$95,066,349				
2 Base energy cost (B)	- \$82,146,272				
3 First Interim Total	\$12,920,077				
4 Base energy (S _A) by voltage level			2,810,243,477		426,410,266
4.1 Loss factors (L)		*	107.433%	*	104.187%
4.2 S _A adjusted for losses			3,019,127,877		444,263,899
4.3 Loss factor weights		*	87.173%	*	12.827%
5 Customer Responsibility	* 95%				
6 Second Interim Total by voltage level	\$12,274,073		\$10,699,626		\$1,574,447
7 Adjustment for Under / Over recovery for prior periods (C)		±	\$0	±	\$0
8 Fuel Adjustment Clause			\$10,926,471		\$1,608,859
9 Estimated recovery period sales kWh (S _R)		+	5,331,039,560	+	808,901,440
10 Current period cost adjustment factor			\$0.0020		\$0.0020
11 Previous period cost adjustment factor		+	\$0.0000	+	\$0.0000
12 Current annual cost adjustment factor			\$0.0020		\$0.0020

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Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138FUEL ADJUSTMENT CLAUSE (CONTINUED)
ELECTRICCOST ADJUSTMENT FACTOR

Aquila Networks – L&P	Total	Secondary	Primary
Accumulation Period Ending	mm/dd/yy		
1 Total energy cost (F, P, and E)	\$0		
2 Base energy cost (B)	- \$0		
3 First Interim Total	\$0		
4 Base energy (S _A) by voltage level		0	0
4.1 Loss factors (L)	*	108.443%	* 106.231%
4.2 S _A adjusted for losses		0	0
4.3 Loss factor weights	*	00.000%	* 00.000%
5 Customer Responsibility	* 95%		
6 Second Interim Total by voltage level	\$0	\$0	\$0
7 Adjustment for Under / Over recovery for prior periods (C)		± \$0	± \$0
8 Fuel Adjustment Clause		\$0	\$0
9 Estimated recovery period sales kWh (S _R)		÷ 0	÷ 0
10 Current period cost adjustment factor		\$0.0000	\$0.0000
11 Previous period cost adjustment factor		+ \$0.0000	+ \$0.0000
12 Current annual cost adjustment factor		\$0.0000	\$0.0000

Aquila Networks – MPS	Total	Secondary	Primary
Accumulation Period Ending	mm/dd/yy		
1 Total energy cost (F, P, and E)	\$0		
2 Base energy cost (B)	- \$0		
3 First Interim Total	\$0		
4 Base energy (S _A) by voltage level		0	0
4.1 Loss factors (L)	*	107.433%	* 104.187%
4.2 S _A adjusted for losses		0	0
4.3 Loss factor weights	*	00.000%	* 00.000%
5 Customer Responsibility	* 95%		
6 Second Interim Total by voltage level	\$0	\$0	\$0
7 Adjustment for Under / Over recovery for prior periods (C)		± \$0	± \$0
8 Fuel Adjustment Clause		\$0	\$0
9 Estimated recovery period sales kWh (S _R)		÷ 0	÷ 0
10 Current period cost adjustment factor		\$0.0000	\$0.0000
11 Previous period cost adjustment factor		+ \$0.0000	+ \$0.0000
12 Current annual cost adjustment factor		\$0.0000	\$0.0000

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Aquila, Inc., dba

KCP&L Greater Missouri Operations Company

For Territory Formerly Served by

KANSAS CITY, MO 64106

Aquila Networks - L&P and Aquila Networks - MPS

**MPOWER RIDER
ELECTRIC**

PURPOSE

This voluntary rider (MPOWER Rider or Rider) is designed to reduce customer load during peak periods to help defer future generation capacity additions and provide for improvements in energy supply.

AVAILABILITY

This Rider is available to any Customer currently receiving or requesting electric service under any generally available non-residential rate schedule. The Customer must have a load curtailment capability of at least 25 kW during the Curtailment Season and within designated Curtailment Hours, and must agree to establish Firm Power Levels as set forth herein. Availability is further subject to the economic and technical feasibility of the installation of required Company equipment. The Company reserves the right to limit the total Curtailable Load determined under this Rider.

AGGREGATION OF A CUSTOMER'S MULTIPLE ACCOUNTS

For the purposes of this Rider only and at the Company's option, a Customer with multiple accounts may request that some or all of its accounts be aggregated with respect to Estimated Peak Demands, Curtailable Loads and Firm Power Levels, so long as each account in the aggregation is able to provide a Curtailable Load of at least 25 kW.

The aggregated account will be treated as a single account for purposes of calculating the Program Participation Payments, Curtailment Occurrence Payments and Penalties.

TERM OF CONTRACT

Contracts under this Rider shall be for a one-year, three-year or five-year term. Thereafter, Customers may enter into a new contract for a term of one-year, three, or five years subject to the terms and conditions of this Rider as may be modified from time to time. Written notice by either the Customer or Company to terminate a contract must be given at least thirty (30) days prior to commencement of the Curtailment Season.

CURTAILMENT SEASON

The Curtailment Season shall be June 1 through September 30. The Curtailment Season will exclude Independence Day and Labor Day, or the days celebrated as such.

CURTAILMENT HOURS

Curtailment will occur during the hours of 12:00 noon through 10:00 pm, Monday through Friday during the Curtailment Season. The Curtailment Hours associated with a Curtailment Event will be established at the time of the Curtailment Notification.

CURTAILMENT NOTIFICATION

Customers will receive curtailment notification a minimum of four (4) hours prior to the start time of a Curtailment Event.

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Aquila, Inc., dba
KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Formerly Served by
Aquila Networks - L&P and Aquila Networks - MPS

MPOWER RIDER (Continued)
ELECTRIC

CURTAILMENT LIMITS

The Customer contract shall specify the Maximum Number of Curtailment Events for which the Customer agrees to curtail load during each Curtailment Season. The Maximum Number of Curtailment Events shall be at least one (1) but shall not exceed ten (10) separate occurrences per Curtailment Season. Each Curtailment Event shall be no less than two and no more than eight consecutive hours and no more than one occurrence will be required per day. The Company may call a Curtailment Event no more than three consecutive days per calendar week. The cumulative hours of Curtailment Hours per Customer shall not exceed eighty (80) hours in any Curtailment Season.

ESTIMATED PEAK DEMANDS

The Estimated Peak Demand is the average of the Customer's Monthly Maximum Demand for Monday through Friday between 12:00 noon and 10:00 pm for June 1 through September 30 from the previous year.

The Company may use such other data or methodology as may be appropriate to establish the Estimated Peak Demand.

ESTIMATED PEAK DEMAND MODIFICATIONS

The Company may review and, if necessary, adjust the Customer's Estimated Peak Demand based on evidence that the Customer's actual peak demand has changed, or will change, significantly from the Estimated Peak Demand currently being used to calculate the Customer's Curtailable Load. If a change in the Customer's Estimated Peak Demand results in a change in its Curtailable Load, the Customer shall lose and/or repay its curtailment compensation proportional to the number of days curtailment was not available and the change in the Curtailable Load.

FIRM POWER LEVELS

During the months of June through September, the Customer's Firm Power Level, which is the maximum demand level to be drawn during a Curtailment Event, shall be set at least 25 kW less than the Customer's Estimated Peak Demand.

The Company may use a Test Curtailment to establish the Firm Power Levels for the Customer.

FIRM POWER LEVEL MODIFICATIONS

After the Curtailment Season, and upon ninety (90) days written notice by the Customer, the Firm Power Level may be modified to reflect significant change in Customer load, subject to verification and approval by the Company. At any time the Company may adjust the Customer's Firm Power Level downward based on evidence that the Customer's actual demand has dropped, or will drop, significantly from the Estimated Peak Demand. Any adjusted Firm Power Level shall continue to provide for a Curtailable Load of at least 25 kW. Future customer compensation will be adjusted accordingly for any change in Firm Power Level.

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**Aquila, Inc., dba
 KCP&L Greater Missouri Operations Company
 KANSAS CITY, MO 64106**

For Territory Formerly Served by
 Aquila Networks - L&P and Aquila Networks - MPS

**MPOWER RIDER (Continued)
 ELECTRIC**

FIRM POWER LEVEL MODIFICATIONS (continued)

Additionally, for any change in Firm Power Level that decreases Curtailable Load for the Customer shall result in re-evaluation of all curtailment compensation to the Customer including any payment or credits made in advance of the Curtailment Season. The Customer shall repay the Company prior payments/credits made in excess of the curtailment compensation due based on the decreased level of Curtailable Load.

CURTAILABLE LOAD

Curtailable Load shall be that portion of a Customer's Estimated Peak Demand that the Customer is willing and able to commit for curtailment, and that the Company agrees to accept for curtailment. The Curtailable Load shall be the same amount for each month of the contract. Under no circumstances shall the Curtailable Load be less than 25 kW. Curtailable Load is calculated as the difference between the Estimated Peak Demand as determined above, and the Firm Power Level.

CUSTOMER COMPENSATION

Customer compensation shall be defined within each Customer contract and will be based on contract term, Maximum Number of Curtailment Events and the number of actual Curtailment Events per Curtailment Season. Timing of all payments/credits shall be specified in the curtailment contract with each Customer. Payments shall be paid to the Customer in the form of a check or bill credit as specified in the contract. The credits shall be applied before any applicable taxes. All other billing, operational, and related provisions of other applicable rate schedules shall remain in effect.

Compensation will include:

PROGRAM PARTICIPATION PAYMENT: For each Curtailment Season, Customer shall receive a payment/credit based upon the contract term, the number of consecutive years under contract, and the Maximum Number of Curtailment Events. The Program Participation Payment for a Curtailment Season is equal to the per kilowatt of Curtailable Load rate as defined in the table below multiplied by the Maximum Number of Curtailment Events stated in the Customer's contract.

Contract Term	# of Consecutive Years Under Contract	\$/kW of Curtailable Load
One year	1	\$2.50
One year	2	\$2.50
One year	3	\$3.25
One year	4	\$3.25
One year	5 or more	\$4.50
Three years	1 to 3	\$3.25
Three years	4	\$3.25
Three years	5 or more	\$4.50
Five years	Any	\$4.50

The Program Participation Payment will be divided by the number of months in the Curtailment Season and applied as bill credits equally for each month of the Curtailment Season.

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Aquila, Inc., dba
KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Formerly Served by
Aquila Networks - L&P and Aquila Networks - MPS

MPOWER RIDER (Continued)
ELECTRIC

CUSTOMER COMPENSATION (continued)

INITIAL PAYMENT: Upon agreement with the Company, a Customer may receive a one-time payment to purchase specific equipment necessary to participate in the MPOWER Rider. The amount of any Initial Payment will be deducted from the net present value (NPV) of the Program Participation Payments expected under the contract as calculated by the Company. The Initial Payment amount, when subtracted from the NPV of the expected Program Participation Payments, may not result in an annual Program Participation Payment of less than \$2.50 per kilowatt of Curtailable Load per Curtailment Event.

CURTAILMENT EVENT PAYMENT: The Customer will also receive \$0.35 per kW of Curtailable Load for each Curtailment Hour during which the Customer's metered demand is less than or equal to the Customer's Firm Power Level.

NEED FOR CURTAILMENT

Curtailments can be requested for operational or economic reasons. Operational curtailments may occur when physical operating parameters approach becoming a constraint on the generation, transmission, or distribution systems, or to maintain the Company's capacity margin requirement. Economic curtailment may occur when the marginal cost to produce or procure energy, or the opportunity to sell the energy in the wholesale market, is greater than the Customer's retail price.

ENERGY PURCHASE OPTION

At the Company's option and the Customer's request, during a Curtailment Event called for economic reasons, the Customer may purchase energy above its Firm Power Level from the Company at a price per kilowatt-hour determined at the beginning of a Curtailment Event. A Curtailment Event Payment will not be paid to Customers for Curtailment Events where this option is used. Customer will not have the option to purchase energy during a Curtailment Event called for operational reasons.

PENALTIES

Failure of the Customer to effect load reduction to its Firm Power Level or lower in response to any Company request for curtailment shall result in the following reduction or refund of Program Participation Payments and Curtailment Occurrence Payments for each such failure as follows:

Reduction of Curtailment Occurrence Payment: Customer will forfeit Curtailment Event Payment for every Curtailment Hour during which it fails to effect load reduction to its Firm Power Level or lower.

Reduction of Program Participation Payment: Customer will receive reduced future Program Participation Payments or a bill debit, in an amount equal to 150% of the Program Participation Payment divided by the Maximum Number of Curtailment Events, the result of which is multiplied by the percentage by which the Customer underperformed during a Curtailment Event.

Any Customer who fails to reduce load to its Firm Power Level on three or more days within any Curtailment Season may be ineligible for this Rider for a period of two years from the date of the third failure.

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Aquila, Inc., dba

KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Formerly Served by
Aquila Networks - L&P and Aquila Networks - MPS

MPOWER RIDER (Continued)
ELECTRIC

CURTAILMENT CANCELLATION

The Company reserves the right to cancel a scheduled Curtailment Event prior to the start time of such Curtailment Event. However, if cancellation occurs with less than two hours of the notification period remaining prior to commencement of a Curtailment Event, the canceled Curtailment Event shall be counted as a separate occurrence with a zero-hour duration.

TEST CURTAILMENT

The Company reserves the right to request a Test Curtailment once each year and/or within three months after a Customer's failure to effect load reduction to its Firm Power Level or lower upon any Company request for curtailment. Test Curtailments do not count toward the Maximum Number of Curtailment Events. Customers will not be compensated for Test Curtailments.

VOLUNTARY LOAD REDUCTION

Customers served on this Rider also will be served on the Voluntary Load Reduction Rider, subject to the paragraph entitled "Special Provisions for MPOWER Customers." A separate Contract for service on the Voluntary Load Reduction Rider is not required for customers served on the MPOWER Rider.

ADDITIONAL VOLUNTARY EVENTS

At any time while the Customer's contract is in effect, the Company may request a Customer to participate, on a voluntary basis, in additional Curtailment Events.. Customers who are asked and who participate in these additional voluntary curtailments will receive Curtailment Event Payments as outlined previously in this Rider, but will not receive additional Program Participation Payments. This provision applies to all Customers whose contracts are still in force, whether or not they have participated in a number of Curtailment Events equal to their chosen Maximum Number of Curtailment Events.

At its sole discretion, the Company will decide to apply the terms of Voluntary Load Reduction or Additional Voluntary Events for a given Curtailment Event.

CURTAILMENT EXCESS OF CUSTOMER LOAD

Upon Company's request and approval, the Customer may generate energy in excess of its load and deliver the excess energy to the Company. When excess energy is delivered to the Company during Company requested curtailments under this Rider, and with Company approval, such excess energy will be treated as negative energy consumption and will be measured to reduce the Customer's metered energy use for the month.

RULES AND REGULATIONS

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

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

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

RULES AND REGULATIONS ELECTRIC

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Aquila, Inc., dba

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

RULES AND REGULATIONS ELECTRIC

Sheet No.

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Aquila, Inc., dba

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

RULES AND REGULATIONS ELECTRIC

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Aquila, Inc., dba

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

**RULES AND REGULATIONS
ELECTRIC**

Sheet No.

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

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Aquila, Inc., dba

KCP&L Greater Missouri Operations Company

For Territory Formerly Served by

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Aquila Networks - L&P and Aquila Networks - MPS

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Aquila, Inc., dba

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

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

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

1. DEFINITIONS

- A. Bill means a written or electronically presented (e-bill) demand for payment for service and the taxes and franchise fees related to it.
- B. Billing period means a normal usage period of not less than twenty-six (26) or more than thirty-five (35) days for a monthly-billed customer except for initial, corrected, or final bills.
- C. Company means Aquila Networks - L&P or Aquila Networks - MPS.
- D. Commission means the Missouri Public Service Commission.
- E. Complaint means an informal or formal complaint under Commission Rule 4 CSR 240-2.070 and Section 6.08 of these Rules.
- F. Customer means a person or legal entity responsible for payment for service except one denoted as a guarantor.
- G. Cycle billing means a system that results in the rendition of bills to various customers on different days of a month.
- H. Delinquent charge means a charge remaining unpaid at least twenty-one (21) days from the rendition of the bill by Company.
- I. Delinquent date means the date stated on a bill, which shall be at least twenty-one (21) days from the rendition of the bill, after which Company may assess an approved late payment charge in accordance with Company's tariff on file with the Commission.
- J. Deposit means money paid in advance to Company for the purpose of securing payment of delinquent charges which might accrue to the customer who made the advance.
- K. Discontinuance of service or discontinuance means a cessation of service not requested by a customer.
- L. Due date means the date stated on a bill when the charge is considered due and payable.
- M. Estimated bill means a charge for utility service that is not based on an actual reading of the meter or other registering device by an authorized Company representative.
- N. Extension agreement means a verbal agreement between Company and the customer extending payment for fifteen (15) days or less.
- O. Guarantee means a written promise from a third party to assume liability up to a specified amount for delinquent charges that might accrue to a particular customer.

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KANSAS CITY, MO 64138

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

1. DEFINITIONS (Continued)

- P. In dispute means any matter regarding a charge or service that is the subject of an unresolved inquiry.
- Q. Late payment charge means an assessment on a delinquent charge in accordance with Company's tariff on file with the Commission and in addition to the delinquent charge.
- R. Normal business hours means the hours from 8 am to 5 pm Central Standard Time Monday through Friday except Company observed holidays.
- S. Rendition of a bill means the mailing, electronic presentation (e-bill), or hand delivery of a bill by Company to a customer.
- T. Residential service or service means the provision of or use of a utility service for domestic purposes.
- U. Seasonally billed customer means a customer billed on a seasonal basis in accordance with Company's tariff on file with the Commission.
- V. Settlement agreement means an agreement between a customer and Company that resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the customer's normal billing period.
- W. Tariff means a schedule of rates, services and rules approved by the Commission.
- X. Termination of service or termination means a cessation of service requested by a customer.
- Y. Utility means an electric corporation as those terms are defined in Section 386.020, RSMo.
- Z. Utility charges mean the rates for utility service and other charges authorized by the Commission as an integral part of utility service.

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KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

1. DEFINITIONS (Continued)

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

RULES AND REGULATIONS ELECTRIC

2. SERVICE AGREEMENTS**2.01 Applications for Service**

- A. Before Company begins rendering any electric service, the person(s), firm, or corporation shall supply the information necessary to complete Company's Standard Application for Service. Such information may be supplied either in person in Company's office or by telephone. A separate application shall be made for each customer for each class of service at each metering point, and at each separate location. Areas separated by public streets or alleys shall be considered separate locations. In cases where the installation of new facilities is required before service can be rendered, Company reserves the right to require such customer to execute a special contract consistent with these Rules prior to commencing service. In cases where there may be a succession of service to specific premises which prior to such succession had been covered by a contract requiring the payment of special minimums, or other payments in addition to the charges provided by regular rate tariffs, Company reserves the right to require such successor to execute a contract providing for the same special payments as was provided in the previous contract covering service to such premises. In any case where service is rendered under Company's nonresidential rate tariffs, the customer shall be required to execute an Electric Service Contract prior to receiving service when such contract is requested by Company.
- B. Company shall not be required to commence supplying electric service to a customer, or if commenced, Company may discontinue such service, if at the time of application such customer or any member of his/her household (either having received substantial benefit and use of the previous electric service) is indebted to Company for the same class of electric service previously supplied at such premises or any other jointly occupied premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made. Connection of service prior to receiving any deposit that may be required under Section 2.04 of these Rules shall not invalidate Section 2.04.
- C. All applications for Large Power Service will be made in writing by the customer. Such applications will contain complete information regarding the magnitude of the customer's load, the length of time such load will be operated each day, and the approximate life of the installation for which the customer intends to use the service. Such information will be used by Company to compute the revenue to be received from such customer. Company will then estimate the costs required to provide the facilities necessary to render such service to such customer. After considering the revenue and investment required, Company reserves the right to require the customer to execute a special contract for service prior to commencing the construction of any necessary facilities.

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Service Commission

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

RULES AND REGULATIONS ELECTRIC

2.02 Term of Agreement

- A. Commencement of service by Company in conformance with the request of the customer and acceptance of service by the customer shall be considered as an agreement on the part of the customer to receive service under these Rules. In absence of a contract for service, the obligations of both parties shall continue on a month-to-month basis until terminated by mutual consent of Company and the customer.
- B. A reasonable time for cessation of service shall prevail when service is terminated.

2.03 Agreements Not Transferable

Electric service supplied under an agreement is for the customer's use within or upon the premises served and for the purpose designated in the agreement, and such agreement is not transferable without the written consent of Company.

2.04 Deposits and Guarantees of Payment

- A. Prompt connection of service in advance of collection of a deposit from the customer shall not affect the requirement for such deposit by the customer where a deposit is required.
- B. Company may require a security deposit or other guarantee from new residential customers as a condition of service due to any of the following:
- (1) The customer has outstanding with a utility providing the same type of service an unpaid bill that accrued within the last five (5) years and at the time of the request for service remains unpaid and not in dispute.
 - (2) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five (5) years.
 - (3) The customer is unable to establish an acceptable credit rating. The customer shall be deemed to have established an acceptable credit rating if the customer meets any of the following criteria:
 - (a) Owns or is purchasing a home.
 - (b) Is and has been regularly employed on a full-time basis for at least one (1) year.
 - (c) Has an adequate regular source of income.
 - (d) Can provide adequate credit references from a commercial credit source with a minimum history of one (1) year.

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Service Commission

EN-2009-0164; JE-2009-0312

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

RULES AND REGULATIONS ELECTRIC

2.04 Deposits and Guarantees of Payment (Continued)

- C. Company may require a security deposit or other guarantee as a condition of continued service to any residential customer at a new or old location due to any of the following:
- (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute;
 - (2) In an unauthorized manner, the customer interfered with or diverted the service of Company situated on or about or delivered to the customer's premises;
 - (3) The customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive billing periods. Prior to requiring a customer to post a deposit under this Section, Company shall send the customer a written notice explaining Company's right to require a deposit or include such explanation with each written discontinuance notice.
- D. Deposits for electric service assessed to residential customers under the provisions of Sections (C)(1) or (C)(3) of this Rule during the months of November, December, and January may, if the customer is unable to pay the entire deposit, be paid by installments over a six (6) month period.
- E. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required on all new nonresidential customers. A new nonresidential customer is a customer that is not currently receiving nonresidential service from Company at another location.
- F. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required as a condition of continued service to any existing nonresidential customer due to any of the following:
- (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute.
 - (2) The customer has failed to pay an undisputed bill before the delinquency date for two (2) billing periods out of twelve (12) consecutive billing periods or has had any check, draft, or payment order returned for any reason other than bank error.
 - (3) The customer has in an unauthorized manner interfered with or diverted the service.
 - (4) The customer has an unsatisfactory credit rating from a financial institution or credit rating agency commonly recognized in the financial community.
 - (5) Misrepresentation of identity for the purpose of obtaining utility service.
 - (6) It has been indicated in a public medium that the customer is experiencing financial difficulties

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December 3, 2008
Missouri Public
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EN-2009-0164; JE-2009-0312

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KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

2.04 Deposits and Guarantees of Payment (Continued)

- G. A security deposit required pursuant to these Rules is subject to the following terms and conditions:
- (1) A deposit shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12) month period at the service location or, in the case of a new customer, who is assessed a deposit under Section 2.04 (B) (3) of this Rule, one-sixth (1/6) of the estimated annual bill for utility charges at the requested service location.
 - (2) The customer deposit interest during the calendar year will be simple interest of one percentage point (1.0%) above the prime rate published in the *Wall Street Journal* on the first business day in December of the prior year. Interest shall be either credited to the service account of the customer on an annual basis or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date Company has made a reasonable effort to return such deposit to the customer. This Rule shall not preclude Company from crediting interest upon each service account during one (1) billing cycle annually.
 - (3) Upon discontinuance or termination of service other than for a change of service address, the deposit shall be credited, with accrued interest, to the utility charges on the final bill. The balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill.
 - (4) Upon satisfactory payment of all undisputed electric charges during the last twelve (12) billing months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit. Company may refund security deposits from nonresidential customers after the customer has established satisfactory credit for a minimum period of thirty-six (36) months.
 - (5) Company shall maintain records that show the name of each customer who has posted a deposit, the current address of the customer, the date and amount of deposit, the date and amount of interest paid, and information to determine the earliest possible refund date.

CANCELLED

December 3, 2008

Missouri Public
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EN-2009-0164; JE-2009-0312

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. R-9

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Sheet No. _____

Aquila, Inc., dba

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

RULES AND REGULATIONS
ELECTRIC

Missouri Public
Service Commission

2.04 Deposits and Guarantees of Payment (Continued)

REC'D APR 14 2004

G. A security deposit required pursuant to these Rules is subject to the following terms and conditions:

- (1) A deposit shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12) month period at the service location or, in the case of a new customer, who is assessed a deposit under Section 2.04 (B) (3) of this Rule, one-sixth (1/6) of the estimated annual bill for utility charges at the requested service location.
- (2) The customer deposit interest during the calendar year will be simple interest of one percentage point (1.0%) above the prime rate published in the *Wall Street Journal* on the last business day in December of the prior year. Interest shall be either credited to the service account of the customer on an annual basis or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date Company has made a reasonable effort to return such deposit to the customer. This Rule shall not preclude Company from crediting interest upon each service account during one (1) billing cycle annually.
- (3) Upon discontinuance or termination of service other than for a change of service address, the deposit shall be credited, with accrued interest, to the utility charges on the final bill. The balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill.
- (4) Upon satisfactory payment of all undisputed electric charges during the last twelve (12) billing months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit. Company may refund security deposits from nonresidential customers after the customer has established satisfactory credit for a minimum period of thirty-six (36) months.
- (5) Company shall maintain records that show the name of each customer who has posted a deposit, the current address of the customer, the date and amount of deposit, the date and amount of interest paid, and information to determine the earliest possible refund date.

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

RULES AND REGULATIONS ELECTRIC

2.04 Deposits and Guarantees of Payment (Continued)

- (6) Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a receipt as evidence of deposit, unless Company shows the existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information: name of customer; date of payment; amount of payment; identifiable name, signature, and title of Company employee receiving payment; statement of the terms and conditions governing the payment, retention, and return of deposits.
 - (7) Company shall provide means where a person entitled to a return of a deposit is not deprived of the deposit refund even though s/he may be unable to produce the original receipt for the deposit; provided s/he can produce adequate identification to ensure that s/he is the customer entitled to refund of the deposit.
 - (8) No deposit or guarantee or additional deposit or guarantee shall be required by Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability, or geographical area of residence.
 - (9) In the event a residential customer applying for service is unable to make the full amount of a required deposit at one time, s/he may be permitted to make such deposit in up to three (3) consecutive monthly installments, unless Company can show a likelihood that the customer does not intend to pay the full amount of the deposit and his/her bills for electric service.
- H. In lieu of a deposit, Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.
- I. A guarantor shall be released upon satisfactory payment of all undisputed electric charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold the release of the guarantor pending the payment of all undisputed charges or the resolution of a matter in dispute or unauthorized interference by the customer.
- J. Company may apply all deposits subject to refund against existing undisputed utility charges provided the amount of the refund is identified and disclosed on the bill. Deposits otherwise subject to refund may be withheld pending the outcome of any dispute.

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KANSAS CITY, MO 64138

RULES AND REGULATIONS
ELECTRIC

2.05 Discontinuance of Service

- A. Company may discontinue service to a residential customer for one (1) or more of the following reasons:
- (1) Nonpayment of an undisputed delinquent charge.
 - (2) Failure to post a required security deposit or guarantee.
 - (3) Unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises.
 - (4) Failure to comply with the terms and conditions of a settlement agreement.
 - (5) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purposes of inspection, meter reading, maintenance, or replacement. If Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
 - (6) Misrepresentation of identity for the purpose of obtaining utility service.
 - (7) Violation of any other Rules of Company approved by the Commission that adversely affects the safety of the customer or other persons, or the integrity of Company's delivery system.
 - (8) As provided by state or federal law.

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KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

2.05 Discontinuance of Service (Continued)

B. None of the following shall constitute sufficient cause for Company to discontinue service:

- (1) The failure of a customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the utility service provided by Company.
- (2) The failure of the customer to pay for service received at a separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate residential metering point, residence, or location, in accordance with these Rules, Company may transfer and bill any unpaid balance to any other residential service account of the customer, and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this Rule.
- (3) The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under optional rate tariffs or provisions is not considered as a different class of service for the purpose of this Rule.
- (4) The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued:
 - (a) Received substantial benefit and use of the service, or
 - (b) Served as a guarantor for an account where service was discontinued or terminated, and the account has an unpaid delinquent charge.
- (5) The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user.
- (6) The failure to pay a bill correcting a previous under billing, whenever the customer claims an inability to pay the corrected amount, unless Company has offered the customer a payment arrangement equal to the period of under billing.

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RULES AND REGULATIONS ELECTRIC

2.05 Discontinuance of Service (Continued)

- C. Subject to the requirements of these Rules, Company may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within eleven (11) business days after that. Service shall not be discontinued on a day when Company personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day. After the eleven (11) business day effective period of the notice, all notice procedures required by this Rule shall again be followed before Company may discontinue service.
- D. The notice of discontinuance shall contain the following information:
- (1) The name and address of the customer and the address, if different, where service is rendered.
 - (2) A statement of the reason for the proposed discontinuance of service and the cost for reconnection.
 - (3) The date on or after which service will be discontinued unless appropriate action is taken.
 - (4) How a customer may avoid the discontinuance.
 - (5) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time.
 - (6) A telephone number the customer may call from the service location without incurring toll charges and the address of Company prominently displayed where the customer may make an inquiry. Charges for measured local service are not toll charges for purposes of this Rule.
- E. Company shall not discontinue residential service pursuant to Section (A) unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. As an alternative, Company may deliver a written notice in hand to the customer at least ninety-six (96) hours prior to discontinuance. Company shall maintain an accurate record of the date of mailing or delivery. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to Sections 4 CSR 240-13.045 (5) and (6) of Commission Rules and Section 6.06 (E) and (F) of these Rules that is currently the subject of a dispute pending with Company or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement. If Company inadvertently issues the notice, Company shall take necessary steps to withdraw or cancel the notice.

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RULES AND REGULATIONS ELECTRIC

2.05 Discontinuance of Service (Continued)

- F. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by single meter, notices of Company's intent to discontinue shall be conspicuously posted in public areas of the building provided, however, that these notices shall not be required if Company is not aware that said structure is a single metered, multi-dwelling unit residential building. These notices shall include the date on or after which discontinuance may occur, and advise of tenant rights pursuant to Section 441.650, RSMo. Company shall not be required to provide notice in individual situations where safety of employees is a consideration.
- G. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered at which a single customer is responsible for payment for service in all units in the building, or at a residence in which the occupant using electric service is not Company's electric customer, Company shall give the occupant(s) a written notice of its intent to discontinue service provided, however, that this notice shall not be required unless one (1) occupant has advised Company, or Company is otherwise aware that s/he is not the customer.
- H. In the case of a multi-dwelling unit residential building where each unit is individually metered, or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant may apply in his/her name for service of the same character presently received through that meter.
- I. At least twenty-four (24) hours preceding discontinuance of service, Company shall make reasonable efforts to contact the customer to advise him/her of the proposed discontinuance and what steps must be taken to avoid it. Reasonable efforts shall include either a written notice following the notice pursuant to Section (D), a door hanger, or at least two (2) telephone call attempts reasonably calculated to reach the customer.
- J. Immediately preceding the discontinuance of service, the employee of Company designated to perform this function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the customer or responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued, and the address and telephone number of Company where the customer may arrange to have service restored.

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KANSAS CITY, MO 64138

RULES AND REGULATIONS
ELECTRIC

2.05 Discontinuance of Service (Continued)

- K. Notwithstanding any other provision of these Rules, Company shall postpone the discontinuance of electric service to a residential customer for a time not in excess of twenty-one (21) days if Company is advised the discontinuance will aggravate an existing medical emergency of the customer, a member of his/her family, or other permanent resident of the premises where service is rendered. Company may require a customer to provide satisfactory evidence that a medical emergency exists.
- L. Notwithstanding any other provision of these Rules, Company may discontinue service temporarily for reasons of maintenance, health, safety, or a state of emergency.
- M. Upon the customer's request, Company shall restore service consistent with all other provisions of these Rules when the cause for discontinuance has been eliminated, applicable restoration charges have been paid, and, if required, satisfactory credit arrangements have been made. At all times a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made no later than the next business day following the day requested by the customer. Company may charge the customer a reasonable fee for restoration of service, as provided in Company approved tariffs.

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

RULES AND REGULATIONS ELECTRIC

2.06 Cold Weather Rule

A. The following definitions shall apply in this Rule:

- (1) Energy Crisis Intervention Program (ECIP) means the federal ECIP administered by the Missouri Division of Family Services under Section 660.100, RSMo;
- (2) Heat-related utility service means any electric service that is necessary to the proper function and operation of a customer's heating equipment;
- (3) Low Income Home Energy Assistance Program (LIHEAP) means the federal LIHEAP administered by the Missouri Family Support Division under Section 660.110, RSMo;
- (4) Registered elderly or disabled customer means a customer's household where at least one (1) member of the household has filed with the Company a form approved by the Company attesting to the fact that s/he:
 - (a) Is sixty-five (65) years old or older;
 - (b) Is disabled to the extent that s/he has filed with the Company a medical form submitted by a medical physician attesting that such customer's household must have electric service provided in the home to maintain life or health; or
 - (c) Has a formal award letter issued from the federal government of disability benefits. In order to retain his/her status as a registered elderly or disabled customer, each such customer must renew his/her registration with the Company annually. Such registration should take place by October 1 of each year following his/her initial registration; and
- (5) Low income registered elderly or disabled customer means a customer registered under the provisions of subsection A (3) of this Rule whose household income is less than one hundred fifty percent (150%) of the federal poverty guidelines, and who has a signed affidavit attesting to that fact on file with the Company. The Company may periodically audit the incomes of low income registered elderly or disabled customers. If, as a result of an audit, a registered low income elderly or disabled customer is found to have materially misrepresented his/his income at the time the affidavit was signed, that customer's service may be discontinued per the provisions of this Rule that apply to customers who are not registered low income elderly or disabled customers and payment of all amounts due, as well as, a deposit may be required before service is reconnected.

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

**RULES AND REGULATIONS
ELECTRIC**

**Missouri Public
Service Commission**

2.06 Cold Weather Rule

REC'D APR 14 2004

A. The following definitions shall apply in this Rule:

- (1) Energy Crisis Intervention Program (ECIP) means the federal ECIP administered by the Missouri Division of Family Services under Section 660.100, RSMo.
- (2) Heat-related utility service means any electric service that is necessary to the proper function and operation of a customer's heating equipment.
- (3) Low Income Home Energy Assistance Program (LIHEAP) means the federal LIHEAP administered by the Missouri Division of Family Services under Section 660.110, RSMo.
- (4) Registered elderly or handicapped customer means one who is sixty (60) years old and above, or is handicapped to the extent that s/he is unable to leave the premises without assistance and who files with Company a form approved by the Commission attesting to the fact that s/he meets these qualifications and which also lists an agency or person that Company shall contact as required in this Rule.
- (5) Utilicare means the state program of energy assistance established by Section 660.122, RSMo.

B. This Rule takes precedence over other Rules on provision of heat-related utility service from November 1 through March 31 annually.

C. Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, Company shall:

- (1) Notify the customer, at least ten (10) days prior to the date of the proposed discontinuance, by first class mail, and in the case of a registered elderly or handicapped customer the additional party listed on the customer's registration form of Company's intent to discontinue service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice.
- (2) Make further attempts to contact the customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in Section (C) (1), sent by first class mail, or a door hanger, or at least two (2) telephone call attempts to the customer.
- (3) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by Section 2.05 (J).

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KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

2.06 Cold Weather Rule (Continued)

- B. This Rule takes precedence over other Rules on provision of heat-related utility service from November 1 through March 31 annually.
- C. Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, Company shall:
- (1) Notify the customer, at least ten (10) days prior to the date of the proposed discontinuance, by first class mail, and in the case of a registered elderly or disabled customer the additional party listed on the customer's registration form of Company's intent to discontinue service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice;
 - (2) Make further attempts to contact the customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in Section C (1), sent by first class mail; or a door hanger; or at least two (2) telephone call attempts to the customer;
 - (3) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by Section 2.05 J;
 - (4) Make a personal contact on the premises with a registered elderly or disabled customer or some member of the family above the age of fifteen (15) years, at the time of the discontinuance of service; and
 - (5) Ensure that all of the notices and contacts required in this Section shall describe the terms for provisions of service under this Rule, including the method of calculating the required payments, the availability of financial assistance from the Division of Family Services, and social service or charitable organizations that have notified Company that they provide assistance and the identity of those organizations.
- D. The Company will not make oral representations of service termination for nonpayment when termination would occur on a known "no-cut" day as governed by the temperature moratorium.

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**RULES AND REGULATIONS
ELECTRIC**

**Missouri Public
Service Commission**

2.06 Cold Weather Rule (Continued)

REC'D APR 14 2004

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OCT 31 2005

By *LSR-17*
**Public Service Commission
MISSOURI**

(4) Make a personal contact on the premises with a registered elderly or handicapped customer or some member of the family above the age of fifteen (15) years at the time of the discontinuance of service.

(5) Ensure that all of the notices and contacts required in this Section shall describe the terms for provisions of service under this Rule, including the method of calculating the required payments, the availability of financial assistance from the Division of Family Services, and social service or charitable organizations that have notified Company that they provide assistance and the identity of those organizations.

D. Weather Provisions. Discontinuance of electric service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where electricity is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited as follows:

(1) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty degrees Fahrenheit (30°F).

(2) On any day when Company personnel will not be available to reconnect electric service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty degrees Fahrenheit (30°F).

(3) Nothing in this Section shall prohibit Company from establishing a higher temperature threshold below which it will not discontinue electric service.

E. Discontinuance of Service. From November 1 through March 31, Company may not discontinue heat-related residential electric service due to nonpayment of a delinquent bill or account provided:

(1) The customer contacts Company and states his/her inability to pay in full.

(2) The customer applies for financial assistance in paying his/her heat-related electric bill from any federal, state, local, or other heating payment fund program for which s/he may be eligible.

(3) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section (H) of this Rule.

(4) The customer complies with Company's requests for information regarding the customer's monthly or annual income.

(5) There is no other lawful reason for discontinuance of electric service. **Missouri Public Service Commission**

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KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

2.06 Cold Weather Rule (Continued)

- E. Weather Provisions. Discontinuance of electric service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where electricity is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited as follows:
- (1) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty-two degrees Fahrenheit (32°F); or
 - (2) On any day when Company personnel will not be available to reconnect electric service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty-two degrees Fahrenheit (32°F); or
 - (3) From November 1 through March 31, for any registered low income elderly or low income disabled customer (as defined in this Rule), provided that such customer has entered into a Cold Weather Rule payment plan, made the initial payment required by Section J of this Rule and has made and continues to make payments during the effective period of this Rule that are at a minimum the lesser of fifty percent (50%) of:
 - (a) The actual bill for usage in that billing period; or
 - (b) The levelized payment amount agreed to in the Cold Weather Rule payment plan. Such reductions in payment amounts may be recovered by adjusting the customer's subsequent levelized payment amounts for the months following March 31.
 - (4) Nothing in this Section shall prohibit Company from establishing a higher temperature threshold below which it will not discontinue electric service.

CANCELLED

December 3, 2008

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1
Canceling P.S.C. MO. No. _____

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Aquila, Inc., dba

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

**RULES AND REGULATIONS
ELECTRIC**

**Missouri Public
Service Commission**

2.06 Cold Weather Rule (Continued)

REC'D APR 14 2004

F. Deposit Provisions. Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this Rule to those customers who enter into a payment agreement and make timely payments in accordance with this Rule.

G. Reconnection Provisions. If Company has discontinued heat-related electric service to a residential customer due to nonpayment of a delinquent account, Company, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided:

- (1) The customer contacts Company, requests Company to reconnect service, and states an inability to pay in full.
- (2) The customer applies for financial assistance in paying his/her heat-related electric bill from any federal, state, local, or other heating payment fund program for which s/he may be eligible.
- (3) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section (H) of this Rule.
- (4) The customer complies with the request of Company for information regarding the customer's monthly or annual income.
- (5) None of the amount owed is an amount due as a result of unauthorized interference, diversion, or use of Company's service, and the customer has not engaged in such activity since last receiving service.
- (6) There is no other lawful reason for continued refusal to provide electric service.

H. Payment Agreements. The payment agreement for service under this Rule shall comply with the following:

- (1) A pledge of an amount equal to any payment required by this Section by the agency which administers LIHEAP, Utilicare, or ECIP, or a combination of these, shall be deemed to be the payment required. Company shall confirm in writing the terms of any payment agreement under this Rule, unless the extension granted the customer does not exceed two (2) weeks.

CANCELLED

OCT 31 2005

By *LSRS R-18*
Public Service Commission
MISSOURI

**Missouri Public
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KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

2.06 Cold Weather Rule (Continued)

- F. Discontinuance of Service. From November 1 through March 31, Company may not discontinue heat-related residential utility service due to nonpayment of a delinquent bill or account provided:
- (1) The customer contacts Company and states his/her inability to pay in full;
 - (2) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section J of this Rule;
 - (3) The customer complies with Company's requests for information regarding the customer's monthly or annual income; and
 - (4) There is no other lawful reason for discontinuance of electric service.
- G. Whenever a customer, with a Cold Weather Rule payment agreement, moves to another residence within the Company's service area, the Company shall permit the customer to receive service if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due. No other change to the terms of service to the customer by virtue of the change in the customer's residence with the exception of an upward or downward adjustment to payments necessary to reflect any changes in expected usage between the old and new residence shall be made.
- H. Deposit Provisions. Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this Rule to those customers who enter into a payment agreement and make timely payments in accordance with this Rule.
- I. Reconnection Provisions. If Company has discontinued heat-related utility service to a residential customer due to nonpayment of a delinquent account, Company, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided:
- (1) The customer contacts Company, requests Company to reconnect service, and states an inability to pay in full;
 - (2) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section J of this Rule;
 - (3) The customer complies with the request of Company for information regarding the customer's monthly or annual income;
 - (4) None of the amount owed is an amount due as a result of unauthorized interference, diversion, or use of Company's service, and the customer has not engaged in such activity since last receiving service; and

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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**RULES AND REGULATIONS
ELECTRIC**

**Missouri Public
Service Commission**

2.06 Cold Weather Rule (Continued)

REC'D APR 14 2004

(2) Payment Calculations.

- (a) Company shall first offer a twelve (12) month level payment plan that is designed to cover the total of all preexisting arrears, current bills, and Company's estimate of the ensuing bills.
- (b) If the customer states an inability to pay the level payment plan amount, Company and the customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, Company and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history, and the customer's ability to pay.
- (c) Company shall permit a customer to enter into a payment agreement to cover the current bill plus arrearage in fewer than twelve (12) months if requested by the customer.
- (d) Company may revise the required payment in accordance with its leveled payment plan.

(3) Initial Payments.

- (a) For a customer who has not defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be the amount of the monthly payment calculated in Section (H) (2) of this Rule.
 - (b) For a customer who has defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be an amount equal to the total of the delinquent installments, unless Company and the customer agree to a lesser amount.
- I. If Company refuses to provide service pursuant to this Rule and the reason for refusal of service involves unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises, Company shall maintain records concerning the refusal of service which, at a minimum, shall include the name and address of the person denied reconnection, the names of all Company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal, and any other relevant information.
 - J. The Commission shall recognize and permit recovery of reasonable operating expenses incurred by Company because of this Rule.
 - K. Company may apply for a variance from this Rule by filing an application for variance with the Commission pursuant to the Commission's Rules of procedures.

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KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

2.06 Cold Weather Rule (Continued)

(5) There is no other lawful reason for continued refusal to provide utility service.

J. Payment Agreements. The payment agreement for service under this Rule shall comply with the following:

(1) A pledge of an amount equal to any payment required by this Section by the agency which administers LIHEAP shall be deemed to be the payment required. Company shall confirm in writing the terms of any payment agreement under this Rule, unless the extension granted the customer does not exceed two (2) weeks.

(2) Payment Calculations.

(a) Company shall first offer a twelve (12) month level payment plan that is designed to cover the total of all preexisting arrears, current bills, and Company's estimate of the ensuing bills.

(b) If the customer states an inability to pay the level payment plan amount, Company and the customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, Company and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history, and the customer's ability to pay.

(c) Company shall permit a customer to enter into a payment agreement to cover the current bill plus arrearages in fewer than twelve (12) months if requested by the customer.

(d) Company may revise the required payment in accordance with its levelized payment plan.

(e) If a customer defaults on a Cold Weather Rule payment agreement but has not yet had service discontinued by the Company, the Company shall permit such customer to be reinstated on the payment agreement if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due.

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2.06 Cold Weather Rule (Continued)

(3) Initial Payments.

- (a) For a customer who has not defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be no more than twelve percent (12%) of the twelve (12) month levelized amount calculated in Section J (2) of this Rule unless the Company and the customer agree to a different amount.
 - (b) For a customer who has defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be an amount equal to eighty percent (80%) of the customers balance, unless Company and the customer agree to a different amount.
- K. If Company refuses to provide service pursuant to this Rule and the reason for refusal of service involves unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises, Company shall maintain records concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all Company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal, and any other relevant information.
- L. The Commission shall recognize and permit recovery of reasonable operating expenses incurred by Company because of this Rule.
- M. Company may apply for a variance from this Rule by filing an application for variance with the Commission pursuant to the Commission's Rules of procedure. The Company may also file for Commission approval of a tariff or tariffs establishing procedures for limiting the availability of the payment agreements under Section J of this Rule to customers residing in households with income levels below one hundred fifty percent (150%) of the federal poverty level, and for determining whether, and under what circumstances, customers who have subsequently defaulted on a new payment plan calculated under Section J (3) (b) should be required to pay higher amounts toward delinquent installments owed under that payment plan.

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RULES AND REGULATIONS ELECTRIC

2.07 Charge for Reconnection, Connection or Collection

- A. If electric service is discontinued for violation of any of the terms or conditions of any service agreement or on account of a delinquent service bill, a charge shall be made to the customer whose service was discontinued to cover the cost of reconnecting service before electric service will be resumed. This Reconnection Charge shall be assessed to the customer per Section 12 of these Rules.
- B. There is no charge for service connections during normal business hours. Where service connections are made outside of normal business hours, the same charge shall apply as for reconnecting service. This Connection Charge shall be assessed to the customer per Section 12 of these Rules.
- C. When it is necessary for a Representative of Company to visit the service address for the purpose of disconnecting electric service and the Representative collects the delinquent payment amount a Collection Charge shall be assessed to the customer per Section 12 of these Rules
- D. Charges in this Section do not cover any extension that may be necessary to provide customer service. Charges for and conditions of extending electric service are included in Section 12 of these Rules.

2.08 Temporary Service

- A. Applications for temporary service will be reviewed by Company, as received, and considered as a special contract subject to the applicable rates, rules, regulations, terms, conditions, and orders of all governmental authorities having jurisdiction. Such temporary service shall also be subject to the Rules of Company on file with the Commission.
- B. The customer shall assume the liability of Company's up-and-down cost of extending temporary overhead or underground service. Company's up-and-down cost referred to is Company's total cost of extending and removing facilities installed for the sole benefit of the customer, less estimated salvage value of any material removed. Company shall furnish the customer with information that sets forth the estimated up-and-down costs, less salvage value of certain facilities included in such up-and-down cost estimates. Prior to starting construction of temporary facilities, the customer shall pay Company an amount equal to the estimated up-and-down costs of the facilities, less the estimated salvage value of the material taken down. In the event the actual up-and-down costs, less material to be salvaged, are less than the amount of the estimated costs, Company shall refund the amount of the difference between the actual costs and the estimated costs. In the event the actual up-and-down costs, less salvage, are more than the estimated costs, the customer shall pay Company the amount of the difference between the estimated costs and the actual costs.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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RULES AND REGULATIONS
ELECTRIC

2.09 Returned Check

If a customer tenders to Company a check, draft, or a payment order in payment for service billed which is ultimately dishonored for reasons other than bank error, the customer shall be assessed a Returned Check Charge per Section 12 of these Rules. If the returned check, draft, or payment order is for payment for both electric and gas service, Company will assess only one (1) Returned Check Charge.

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KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

3. SUPPLYING AND TAKING OF SERVICE**3.01 Interruptions to Electric Service**

- A. Company does not guarantee but will endeavor to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits. Company shall not be liable for damage or losses which the consumer may sustain due to interruptions in service, variations in the service characteristics, high or low voltage, the single phasing of three phase service, phase reversals, the use of electrical appliances, or the presence of Company's property on the consumer's premises whether such damages are caused by or involve any fault, failure, or negligence of Company or otherwise except such damages which are caused by or due to the willful and wanton misconduct of Company. Attachments, devices, mechanisms, or regulators designed to prevent appliances, motors, generators, and other equipment receiving electric current from incurring damage caused by interruptions in service, variations in service characteristics, high or low voltage, the single phasing of three phase service, and phase reversals are available and customers may obtain from Company information as to the manufacturers of such attachments, devices, mechanisms, and regulators. The responsibility for the selection and installation of such attachments, devices, mechanisms, and regulators rests solely with the customer.
- B. In the event Company at any time does not have sufficient power available from its generating facilities and from contract power purchases to serve all of the power demanded by its customers, or in the event Company at any time does not have sufficient transmission and distribution system capacity to serve all of the power demanded by its customers, or any combination of the above, Company shall use whatever legal means are necessary to reduce the customers' total demand to a level within Company's available power sources and system capacity in order to continue supplying customer requirements to the maximum extent possible. Such reductions shall be accomplished in the following listed sequence of categories starting with number one (1).
- (1) Company will solicit voluntary curtailment of electrical power use by customers.
 - (2) Company will reduce voltage to customers, where possible, to a level that will have minimal effect on the operation of most customers' equipment.
 - (3) Company will interrupt electric power to circuits serving primarily industrial customers. If the load level does not require that all customers in this category be interrupted, then a schedule will be followed alternately interrupting this category of customers such that each customer will be interrupted about an equal amount of time during immediate or future curtailments. Special consideration is to be given to critical loads affecting the public health and welfare.

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RULES AND REGULATIONS ELECTRIC

3.01 Interruptions to Electric Service (Continued)

- (4) Company will interrupt electric power to circuits serving primarily commercial customers. If the load level does not require that all customers in this category be interrupted, then a schedule will be followed alternately interrupting this category of customers such that each customer will be interrupted about an equal amount of time during immediate or future curtailments. Special consideration is to be given to critical loads affecting the public health and welfare.
- (5) Company will interrupt electric power to circuits serving primarily residential customers. If the load level does not require that all customers in this category be interrupted, then a schedule will be followed alternately interrupting this category of customers such that each customer will be interrupted about an equal amount of time during immediate or future curtailments. Special consideration is to be given to critical loads affecting the public health and welfare.
- C. Where there are critical time limitations for reducing customer loads to maintain system stability, then Company may initially utilize any of the above Sections (1) through (5) until the listed sequence of interruptions can be initiated.
- D. In case the customer's premises are rendered unfit for occupancy, either from damage or total destruction by fire, windstorm, other casualty, or act of God, then Company may, at its sole option, suspend the service contract with the customer during the time necessary to restore such premises and render the same fit for occupancy. Any such suspension shall be duly authorized in a letter written by Company to the customer. Such letter shall state the length of time the contract is to be suspended. In the event that Company suspends the contract, the customer shall not be compelled to pay during the period of such suspension the minimum monthly bills as provided in the contract, nor shall such suspended time be computed as any portion of the term of the contract. As soon as said suspension period expires, the contract shall then again become immediately operative. The time during which the contract may have been suspended shall be added to and become an extended period of the contract beyond the term specified in such contract. In the event that the work necessary to restore the premises and render the same fit for occupancy is not commenced and carried to completion within the time specified in the aforementioned letter of suspension, then the customer shall be billed the minimum charges as set out in said contract beginning at the expiration of the suspension period. Nothing in this Section shall be construed as permitting the customer to refuse to receive service or Company to refuse to deliver service after the cause of interruption or delay is removed.

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RULES AND REGULATIONS ELECTRIC

3.02 Use of Electrical Energy

- A. Except in cases where the customer has a contract with Company for interchange of electrical energy or for reserve auxiliary service, no other electric light or power service shall be used by the customer on the same installation in conjunction with Company's service either by means of a throw-over switch or any other connections. Any violation of this Rule by the customer shall authorize Company to discontinue its service entirely and remove the service connections.
- B. Except as provided for in Section 3.02 (A) of this Rule, the customer shall not sell the electricity purchased from Company to any other customer, company, or person. Electricity supplied is for the personal use of the customer. The customer shall not deliver the electricity purchased from Company to any connection wherein such electricity is to be used off of customer's premises or used by persons over whom customer has no control. For violation of this Rule, Company may remove its meter(s) and discontinue service. Customers receiving electricity on retail rate tariffs shall not be permitted to submeter and resell electricity.

3.03 Indemnity to Company

The customer shall indemnify, save harmless, and defend Company against all claims, damages, costs, or expenses for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the distribution and use of electricity by the customer at or on the customer's side of the point of delivery.

3.04 Access to Customer's Premises

Access shall be given Company's duly authorized employees or agents to the customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, or removing all of its apparatus used in connection with supplying electric service. Company will restore the surface following any necessary excavations in executing its obligations to provide service, but is not responsible for the replacement of trees, shrubs, fences, etc. At the termination of any service agreement, Company shall be permitted access to remove all its properties from the customer's premises. Company shall have the right to enter upon the customer's premises to discontinue, cut off, and remove its electric service as soon as, and as often as, default shall be made by the customer which results in the termination of the Service Agreement. The customer shall be subject to and conform to such reasonable rules as Company may establish to govern the general use of the electricity it supplies.

3.05 Tapping of Company's Lines

No person other than a duly authorized representative of Company shall be authorized to tap or connect a service line to Company's electric supply lines.

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ELECTRIC

3.06 Location and Route of Company's Facilities

When extending electric service to customers, the route and location of Company facilities, including lines and services, shall be determined by Company pursuant to the extension policy contained in these tariff sheets. The location and route of facilities installed shall be in conformance with good practice for the overall electric distribution system taking all factors into consideration including safety, present and estimated future capacity requirements, and overall installation costs.

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RULES AND REGULATIONS ELECTRIC

4. INSTALLATIONS

4.01 Customer's Installation

- A. The customer shall, at their own risk and expense, install all suitable apparatus on their side of the point of delivery as defined in Section 5.01 (B) such as transformers, switches, wiring, and all other devices necessary to adequately protect his facilities, equipment, and appliances against any temporary changes in the character of service which may be brought about by any circumstances whatsoever. Such installation shall be of such character that it will not introduce injurious disturbances on Company's line, and the apparatus shall be selected and used so as to secure the highest practical point of efficiency. The customer shall install and maintain their electrical apparatus so as to conform to good practice applying to such installation. Company assumes no responsibility for the design or condition of the customer's installation.
- B. The wiring and electrical equipment in or upon the customer's premises beyond the point of delivery shall have such approval as is required by the appropriate municipal government or other properly constituted authority, and shall conform to the Rules of Company before it will be connected to Company's distribution system.
- C. All wiring shall conform to the requirements of the National Electrical Code of the National Board of Fire Underwriters. Company may refuse to give service where the installation is not in proper condition from the standpoint of safety, permanence, or adequacy for prospective loads. The customer shall notify Company before increasing their load if such increase is substantial. All repairs to the customer's equipment and apparatus shall be made by the customer. It is the responsibility of the customer to determine whether their equipment and apparatus are suitable for operation at the voltage, phase, and type of service that they will receive from Company. The responsibility of the customer regarding their use of service is not set aside by inspection by Company or by records of Company, whether made as a courtesy to the customer, as a protection to the service to other customers, or for other reasons. The responsibility of Company for quality of service or safe use of electrical energy ends at the point of delivery.
- D. Where the meter is to be installed on the customer's building or structure, the customer is to provide a space for installation of the meter in a clean, dry, safe, and easily accessible place that is free from vibration.

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4.02 Protection of Company's Property

- A. The customer shall protect at all times the property of Company on the premises of the customer and shall permit no one but the agents of Company and other persons authorized by law to inspect or handle the wires, meters, and other apparatus of Company. In case of loss or damage to the property of Company from an act of negligence of the customer or his/her agents, or of failure to return appliances or equipment supplied by Company, the customer shall pay to Company the value of such property.
- B. Company may discontinue service to a customer and remove its equipment from the customer's premises without notice as stated in Section 2.05 in these Rules if evidence is found that its service wires, meters, or other appurtenances on the premises have been tampered with in such manner that the customer is then receiving or may have received unmetered service. In such event, Company may require the customer to pay for such electric energy as Company may estimate from available information to have been used but not registered by Company's meter and to increase his/her deposit or require a surety bond (in an amount determined by Company) before electric service is restored; and, in addition thereto, the customer shall be required to bear all associated costs incurred by Company, including, but not limited to, estimated labor charges, investigation and prosecution costs, material charges, and such protective equipment as, in its judgment, may be necessary.
- C. Trees or large shrubs shall not be set out under overhead electric lines or over underground electric lines if they are close enough that the limbs or roots will interfere with the operation or maintenance of said lines at some future date.

4.03 Clearances

- A. In the event overhead conductors from Company's distribution system cannot be attached normally to the customer's premises at a height which will provide the clearance required by the applicable Rules of the National Electrical Safety Code, then the customer shall erect and maintain an adequate support or supports which will permit compliance with such clearance rules.
- B. In the event a customer installs any facility or structure on his premises, or permits any facility or structure to be installed on his premises, which causes Company's electric facilities to be in violation of the National Electrical Code of the National Board of Fire Underwriters, the National Electrical Safety Code by the National Bureau of Standards, or clearances promulgated by any governmental authority having jurisdiction, the following corrective measures will be required:

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4.03 Clearances (Continued)

- (1) The customer will be given notice to correct the safety clearance code violation at their expense within thirty (30) days without altering any of Company's electric facilities.
- (2) If the safety code violation is not corrected by the customer within the thirty (30) day period, Company will proceed to correct the safety code violation at the customer's expense.
- (3) All such costs incurred by Company, including related expenses, will be included on the customer's first bill after all costs have been compiled.
- (4) Any delinquency by the customer related to the above expense will be handled under Section 2.05 of these Rules.

4.04 Increasing Connected Load

If the customer's connected load is increased without prior approval by Company, then the customer shall assume full responsibility for the quality of their service and for any damage to Company's distribution facilities and metering installations. The customer shall pay for such increased service at the appropriate rate tariff. Upon request by Company, the customer shall execute a new agreement at Company's regular published rate covering the total connected load or demand as so increased.

4.05 Motor Installations

- A. The maximum size motors permitted on residential service rate tariffs shall be ten (10) horsepower. Motors of less than ten (10) horsepower used in commercial or industrial establishments may be either single phase or three phase, providing three phase service is available at the customer's establishment and provided further that the availability of the applicable rate tariff permits such three phase service.
- B. All motors with a rated capacity of more than ten (10) horsepower shall be equipped with reduced-voltage starting equipment which will limit the in-rush current from the line to three hundred percent (300%) of the normal full load current of the motor, except that where the requirements of the customer are such that the in-rush current may exceed the above amount, the customer may make written application to Company to use such equipment setting out the detailed specifications of the motor and the starting equipment proposed to be used. Company will consider such application and if it determines that the use of such equipment will not be detrimental to the service supplied to other consumers of Company, then written permission will be given by Company for the use of the equipment specified in the customer's letter. Such written permission shall be requested by the customer before service is connected.

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4.05 Motor Installations (Continued)

- C. It shall be the responsibility of the customer to furnish overload protection, over voltage protection, under voltage protection, under voltage release equipment, phase failure protection of all motors used by the customer, and all other equipment required for proper protection of the customer's electric facilities, apparatus, and/or employees.
- D. Customers using motors whose total load aggregate is more than fifty (50) horsepower shall notify Company of any material increases in motor load which may affect the equipment required to be installed by Company.
- E. Single phase motors with individual ratings of less than ten (10) horsepower may be connected on circuits for Residential Service, and electricity used by such motors shall be billed under the applicable residential rate tariff.
- F. Single phase motors with individual ratings of less than ten (10) horsepower may be connected on circuits for Small General Service and electricity used by such motors shall be billed under the applicable rate tariff.

4.06 Unsafe Condition or Disturbing Uses of Service

Company may refuse to render electric service to or may withdraw it whenever the wiring or equipment of a customer is in an unsafe condition or is designed or operated so as to disturb the electric service to other customers. Welding machines, Xray machines, motors with excessive starting currents, and experimental electric devices will be served by Company if adequate protective devices approved in advance by Company are installed and maintained by the customer in accordance with Company's Rules. If the customer's installations of such equipment require Company to install separate transformers or other special equipment, the customer shall pay, in addition to the bill for electric energy at the appropriate rate tariff, an amount determined by Company and set out in the Special Service Contract.

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4.07 Attachment to Company's Property

The use of the poles, wires, towers, structures, transformers, or other facilities of Company by the customer or others for the purpose of fastening or supporting any radio or television equipment, or any wires, ropes, signs, banners, or anything of similar nature, or the locating of the same in such proximity to property or facilities of Company so as to cause, or be likely to cause, interference with the supply of electric service, or create a dangerous condition in connection therewith, is prohibited. Company shall have the right to remove such items without notice.

4.08 Relocation of Company's Facilities

When a customer requests that Company relocate or modify facilities, and Company agrees to such relocation or modification, Company shall require a contribution in aid of construction for any part of Company's estimated cost of relocating or modifying the facilities that cannot be supported by revenue resulting directly from customer's added load requiring the relocation or modification of facilities.

4.09 Moving Structures

Whenever a house, derrick, building or other structure is to be moved over a route traversed or crossed by Company's overhead wires or guy wires, advance written notification must be given to Company and arrangements made for the proper handling of any wires or guys which must be raised or moved, in compliance with all applicable Company standards, laws and/or rules governing such move. The charges will include work performed for, revenue lost in, and materials used for moving, relocating, cutting, lowering, raising and de-energizing transmission and/or distribution facilities. In no instance shall anyone except Company's duly authorized employees or agents attempt to cut, raise, lift or move any of Company's wires, guys, poles or other facilities.

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RULES AND REGULATIONS ELECTRIC

5. METERING

5.01 Meter Installations

- A. The customer shall provide, and at all times maintain on the premises to be supplied with electricity, space for the installation of Company's meters or other devices necessary to supply electricity to the premises. Company shall extend service conductors to the line side of the meter. The customer is responsible for furnishing and installing the meter socket, service entrance conductors, service mast, conduit, ground rod and any associated materials for overhead service installations except for exceptions listed below. The customer is responsible for furnishing and installing the meter socket, riser conduit, ground rod and all associated materials for underground service installations including conduit from the underground distribution system to the point of delivery to the customer except for exceptions listed below.

Exceptions: Company will furnish and install the meter socket, current transformers, potential transformers and all associated instrument wiring for CT rated installations. However, the customer will be required to furnish and install any required metering cabinets and associated hardware.

- B. The point of delivery by Company shall be at the load side of Company's meter and at the location designated by Company. The meter location may be on the customer's building, on a pad-mounted transformer, on a pole, or other appropriate location designated by Company. The customer shall be responsible for the installation, maintenance, protection, and proper operation of all facilities beyond the point of metering except that at residences where Company elects to meter at a service pole or at a pad-mounted transformer instead of at the residence. Company will supply one (1) service to the residence on the same basis as if the meter were installed at the residence. For all customers, the point of delivery shall be at the meter location or at some point along a service that may be selected by Company. Company shall furnish and install a meter to be used for billing purposes. Any equipment furnished by or installed by Company shall upon installation become Company's property and may be removed by it at any time after the termination of the Service Agreement or upon discontinuance of electric service for any reason.
- C. Only one (1) meter will be installed for a customer at a given location to measure service of like character, except as otherwise provided herein.

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5.01 Meter Installations (Continued)

- D. Where demand meters are used for metering service to customers for billing purposes, the applicable rate schedule shall designate the demand interval to be used for normal service. However, where customers request demand meter contact signals and Company agrees to furnish such demand meter contact signals, Company shall charge the customer the entire investment cost of providing such contact signals plus any estimated monthly operating costs expected. Company shall be permitted to use a five (5) minute demand interval instead of that specified in the rate tariff. This will encourage customers to shift loads from peak periods to off-peak periods rather than shifting loads within the demand time interval. Company shall not be required to furnish demand meter contact signals where such service may impair the accuracy of the meter or for any other reason that such service is not in the best interest of Company and other customers served.

5.02 Multiple Metering

The normal practice shall be to bill each metering point as a separate customer. Under special conditions, consumption registered by two (2) or more meters may be numerically added and a single bill rendered for such service supplied to a customer, provided the customer's load is of such size and character and so located as to make it advisable, in the opinion of Company, to install more than one (1) service connection at a single location.

5.03 Meter Testing

Company's meters shall be tested for accuracy in accordance with the Commission's Rule included in 4 CSR 240-10.030 as now in effect and as the same may be amended from time to time. An approved statistical sampling basis of meter testing may be used to comply with the periodic testing requirements of this Rule.

5.04 Billing Adjustments

- A. For all billing errors, Company will determine from all related and available information the probable period during which this condition existed and shall make billing adjustments for the estimated period involved as follows:

(1) Residential Customers.

- (a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
- (b) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.

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5.04 Billing Adjustments (Continued)

(2) Customers Other Than Residential.

- (a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
 - (b) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of Company, whichever was first.
- B. No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
 - C. Where, upon test, a meter error is found to be three percent (3%) or less, no billing adjustment will be made.
 - D. When evidence of tampering is found, or there are misrepresentations of the use of service by the customer, Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.
 - E. When the customer has been undercharged, except as provided in Section 5.04 (D) of this Rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.
 - F. The under- or over-collection of sales, use or franchise taxes is not considered a billing error for the purpose of this Section, and is subject to collection or refund per the statute of limitations.

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RULES AND REGULATIONS ELECTRIC

6. METER READING, BILLING, AND COMPLAINT PROCEDURES

6.01 Billing and Reading of Meters

- A. Company will, as near as practicable, read its meters on the same day of each monthly period, and such readings shall be used in billing the customer for such period. Nonreceipt of bills by the customer shall not release or diminish the customer's obligation with respect to payment thereof.
- B. Company shall render a separate billing for service provided at each address or location. When requested by the customer and agreed to by Company, billings for multiple addresses or locations may be summarized on one (1) bill.
- C. Billing may include charges for special services together with utility charges on the same bill. Charges for special services shall be designated clearly and separately from utility charges. If partial payment is made, Company shall first credit all payments to the balance outstanding for utility charges, based upon the age of the receivable, with the credit being applied to the oldest receivable first.
- D. During the billing period prior to any tariff seasonal rate change, Company shall notify each affected customer, on the bill or on a notice accompanying the bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be in effect.
- E. All mobile home courts connected after December 16, 1964, that do not include unmetered electricity in the rental charges will be served electricity by providing a separate meter for each mobile home position in each mobile home court. Mobile home courts served on one (1) meter prior to December 16, 1964, for a number of mobile homes, will be served in accordance with this Section. Company will own all facilities on Company's side of the meters including primary lines, transformers, secondary lines, meters, and other appurtenances. In addition, Company will provide connecting lugs or plug-in breaker sockets at the meter location for connecting the customer's cables or wiring devices. Service to mobile homes shall be sixty (60) cycles with a nominal voltage of 120/240 single phase. All bills for service to the mobile home positions will be identified by mobile home position. Company will accept payment for such bills from either the mobile home occupant or mobile home court operator.

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6.01 Billing and Reading of Meters (Continued)

- F. Mobile home courts receiving electric service through one (1) meter prior to December 16, 1964, for a number of mobile home positions where electricity is resold to mobile home occupants, may continue the present arrangement of charging the mobile home occupants the same amount per kilowatt-hour that Company charged for electricity supplied to said mobile home court the previous month. Such arrangement shall continue until Company purchases the distribution system within such mobile home court or until Company extends facilities required for serving each mobile home position individually.
- G. In cases where mobile home courts are served on one (1) meter, electricity is not metered to each mobile home position, and electric service is furnished as part of the rental charge, the single meter arrangement may continue.

6.02 Billing Period

Bills ordinarily will be rendered regularly at monthly intervals but may be rendered more or less frequently at Company's option. The normal billing period shall be twenty-six (26) to thirty-five (35) days. All bills that are less than twenty-six (26) days or more than thirty-five (35) days will be prorated.

6.03 Choice and Application of Rates

- A. The tariffs on file with the Public Service Commission of the State of Missouri are at all times available to any customer or his/her authorized representative. Company reserves the right in all instances to designate an existing or prospective customer's classification for the purpose of rate application.
- B. If a customer is eligible to take electric service under more than one (1) rate tariff, the choice of such rate tariff lies with the customer. Any customer shall pay for service under the applicable rate tariff for all electrical power and energy used.
- C. A new customer will be assisted by Company in the selection of the rate tariff based on the information at hand, but the responsibility for the selection of the rate tariff lies with the customer.
- D. After a new customer has selected a rate tariff under which s/he elects to take electric service, s/he will be required to remain under such rate tariff for a period of one (1) year. When more than one (1) rate tariff is available to a customer and the customer elects to transfer to another available rate tariff, such other rate tariff shall not be applied retroactively.

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6.03 Choice and Application of Rates (Continued)

- E. If the demand of a new customer is temporarily obtained by assessment pending the determination of the measured demand, which shall be done as soon as practicable, such assessed demand shall prevail until the demand is measured.
- F. Upon service being connected pursuant to the information supplied by the customer to Company on Electric Connect and Disconnect Order, a customer shall not be permitted to make another service application within a twelve (12) month period at the same location, unless there is a permanent change in the character or condition of his/her electrical requirements. Where service is rendered by Company under a Contract for Electric Service, the rate tariffs and all applicable minimums provided therein shall continue for the term of the contract. The contracts shall have provisions permitting application of revised rate tariffs approved by the Commission.
- G. If an entirely new rate tariff which may be more advantageous than the existing one becomes available to the customer, then Company will assist in determining whether the customer would benefit by being served and billed under such new rate tariff.
- H. If a customer is permitted to change from one (1) rate tariff to another, s/he will not be required to continue service extending beyond the time provided in the original application for service; providing, electric service can be rendered at the rate tariff to which the customer has changed without expense to Company for the installation of new apparatus or facilities for serving the customer. In the event the change of rate tariff necessitates additional investment by Company, the customer shall reimburse Company for such additional investment, or be required to extend the term during which service will be supplied at the new rate tariff.

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6.04 Billing and Payment Standards

- A. Company shall normally render a bill for each billing period to every residential customer in accordance with its rate tariff.
- B. Each billing statement rendered by Company shall be computed on the actual usage during the billing period except as follows:
- (1) Company may render a bill based on estimated usage:
- (a) To seasonally billed customers, provided an appropriate rate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle.
- (b) When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
- (c) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise.
- (2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).
- (3) Under no circumstances shall Company render a bill based on estimated usage:
- (a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.
- (b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.
- (4) When Company renders an estimated bill in accordance with these Rules, it shall:
- (a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.
- (b) Clearly and conspicuously note on the bill that it is based on estimated usage.
- (c) Use customer-supplied readings, whenever possible, to determine usage.
- (5) When Company underestimates a customer's usage, the customer shall be given the opportunity, if requested, to make payment in installments.

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6.04 Billing and Payment Standards (Continued)

- C. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report electric usage to Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Company may offer appointments for reading meters on Saturday or prior to 9:00 p.m. on weekdays. Where special appointments are arranged for reading meters, Company may charge the customer for the excess cost of the meter reading out of normal meter reading sequence or for meter readings that are outside of normal business hours. The charges are listed in Section 12 of these Rules. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.
- D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually. Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section 2.05 of these Rules.
- E. Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.
- F. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the electric charges. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.

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6.04 Billing and Payment Standards (Continued)

G. Every bill for residential electric service shall clearly state the following:

- (1) The beginning and ending meter readings of the billing period and the dates of these readings.
- (2) The date when the bill will be considered due and the date when it will be delinquent, if different.
- (3) Any previous balance that states the balance due for electric charges separate from charges for services not subject to Commission jurisdiction.
- (4) The amount due for the most recent billing period for electric usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction.
- (5) The amount due for other authorized charges.
- (6) The total amount due.
- (7) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this Rule.
- (8) License, occupation, gross receipts, franchise, and sales taxes.

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6.05 Level Payment Plan

- A. The purpose of the level payment plan is to levelize, insofar as possible, the amount a customer is required to pay monthly over a year's period.
- B. This level payment plan is available to all eligible residential customers. A customer who has been delinquent three (3) or more times in the last twelve (12) months at his current or previous location may be refused participation in the level payment plan until the customer has established a twelve (12) consecutive month payment period with no more than two (2) delinquent payments. Level payment billing levels are subject to change. Failure to maintain a current account will disqualify customers from participating in the program. At Company's option, certain nonresidential customers, based on usage patterns and payment history, may be allowed to participate in Company's level payment plan.
- C. The level payment amount is based on twelve (12) months' historical information as adjusted for any significant rate tariff changes during the period, abnormal weather conditions, or other factors. The estimated annual adjusted billing, and thus the monthly level payment amount, may be revised if it is obvious the earlier estimate was underestimated or overestimated due to customer use, weather conditions, rate tariff changes, or other factors during the subsequent level payment period.
- D. Customers may enter the level payment plan during any month of the year. Level payment amounts for customers with less than twelve (12) months to the true-up cycle will be estimated based on estimated monthly use for such period. In any event, the estimated billing will be revised to actual billing once each year and the correction reflected on the customer's bill.
- E. The customer's bill will show the actual monthly amount, the current status of the account, and the monthly level payment amount.

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6.06 Disputes

- A. A customer shall advise Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to Company during normal business hours. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of the proposed discontinuance for a customer to avoid discontinuance of service as provided by these Rules.
- B. When a customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.
- C. Failure of a customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service, and Company may not less than five (5) days after provision of the notification required by Section (I) of this Rule, may proceed to discontinue service unless the customer files an informal complaint with the Commission within the five (5) day period.
- D. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the customer a notice by first class mail stating that Company may discontinue service unless the customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous, or if contact with the customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required under Section 2.05 (E) has been sent to the customer by Company. The customer shall retain the right to lodge an informal complaint with the Commission.
- E. If a customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.

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6.06 Disputes (Continued)

- F. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
- G. Failure of the customer to pay to Company the amount not in dispute within four (4) business days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service, and Company may then proceed to discontinue service as provided in these Rules.
- H. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer shall be refunded promptly.
- I. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or (F) of this Rule.
- J. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.

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6.07 Settlement Agreements and Extension Agreements

- A. When Company and a customer arrive at a mutually satisfactory settlement of any dispute, or the customer does not dispute liability to Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement that extends beyond sixty (60) days shall be in writing and mailed or otherwise delivered to the customer.
- B. Every settlement agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement, and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why the debt has been outstanding; and any other relevant factors relating to the customer's service.
- C. If a customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with Section 2.05: that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.
- D. Company may enter into an extension agreement upon the request of the customer who claims an inability to pay the bill in full.

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

RULES AND REGULATIONS ELECTRIC

6.08 Commission Complaint Procedures

- A. Prior to filing an informal or formal complaint, the customer shall pursue remedies directly with Company as provided in 4 CSR 240-13 of the Commission Rules. The Commission specifically reserves the right to waive this requirement when circumstances so require.
- B. Any person aggrieved by a violation of any Rule in 4 CSR 240-13 of the Commission Rules or other Commission Rules relating to utilities may file an informal or formal complaint under 4 CSR 240-2-070 of Commission Rules.
- C. If Company and a customer fail to resolve a matter in dispute, Company shall advise the customer of his/her right to file an informal complaint with the Commission under 4 CSR 240-2.070.
- D. If the Commission Staff is unable to resolve the complaint to the satisfaction of the parties, the Staff shall send a dated letter to that effect to the complainant and to Company.
 - (1) The letter shall advise the complainant that, if s/he desires, s/he may file a formal complaint in accordance with 4 CSR 240-2.070 of the Commission Rules.
 - (2) If the complaint concerns a bill, the nonpayment of which could subject the complainant to discontinuance of service under the provisions of Commission Rule 4 CSR 240-13.050, the Staff's letter shall advise the complainant that if a formal complaint is not filed within thirty (30) days of the date of the letter, the complainant may become subject to discontinuance of service.
- E. The Commission Staff may treat an informal complaint involving the same question or issue based upon the same facts dealt with in a prior informal complaint as already decided, and may advise the complainant that such informal complaint will not be reviewed.
- F. Company shall not discontinue residential service relative to the matter in dispute during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to Section (D), and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to Section (D).
- G. Failure of the customer to pay the amount of the bill which is not in dispute, as determined pursuant to Section 6.06 (E) or (F) of these Rules, shall be grounds for dismissal of an informal or formal complaint.

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December 3, 2008

Missouri Public

Service Commission

EN-2009-0164; JE-2009-0312

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

6.09 Late Payment Charge

- A. Company may add a sum equal to a simple one-half percent (0.50%) per month of the original net amount due on any unpaid bill for electric service excluding deposit arrears, amounts agreed to be paid pursuant to a deferred payment agreement, and circumstances where restricted by law or regulation.
- B. An unpaid bill shall be any billing amount that remains owing to Company and not in dispute after the delinquent date stated on the bill.
- C. Failure to pay the late payment charge may be grounds for discontinuance of service in accordance with Section 2.05.

6.10 Voluntary Electronic Bill (E-Bill) Rendering and Payment

- A. This program will be made available on a voluntary basis to customers provided customer has access to a personal computer and the Internet.
- B. Subject to program participant's affirmative election, this program will permit the Company to deliver to program participants, including participants in the Company's Budget Bill Plan, an electronic image of a bill through the use of the Internet, instead of mailing or hand delivery of a bill. The Company has partnered with an outsourced e-billing vendor for viewing and paying monthly energy bills via the Internet. Under this voluntary program, customers with access to a personal computer and the Internet will enroll in the ebilling program via a secure Internet connection or through Aquila's customer service center. As part of the enrollment process, the customer will choose a login identification number and a password as a means to prevent others from viewing the customer's bills. The customer will also agree to certain terms and conditions as set forth in the enrollment material.
- C. Company will provide a copy of the customer's bill and any inserts to an outsourced e-billing vendor, which will in turn present the bill to the customer via the Internet. The outsourced vendor will also provide the customer a means to pay the bill via the Internet. However, customers may continue to pay the bill via all payment options available to those not participating in the program.
- D. Neither the Company nor the outsourced e-billing vendor will require the customer to pay any fee for participation in this program.
- E. Customers may terminate participation in this program at any time.

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AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS

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RULES AND REGULATIONS
ELECTRIC

6.09 Late Payment Charge

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- B. An unpaid bill shall be any billing amount that remains owing to Company and not in dispute after the delinquent date stated on the bill.
- C. Failure to pay the late payment charge may be grounds for discontinuance of service in accordance with Section 2.05.

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RULES AND REGULATIONS ELECTRIC

7. EXTENSION OF ELECTRIC FACILITIES

7.01 Purpose

The purpose of this policy is to set forth the service connection and distribution system extension requirements when one (1) or more applicants request overhead or underground electric service at premises not connected to Company's distribution system or request an alteration in service to premises already connected where such change necessitates additional investment.

7.02 Definition of Terms

- A. Applicant: The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of an electric Distribution Extension, Extension Upgrade, or Relocation.
- B. Basic Extension Request: A request by Applicant for a Distribution Extension for which Company specified facilities are provided free of charge to the Applicant.
- C. Construction Allowance: The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction and which is made by Company. The formula used to determine the appropriate Construction Allowance will be based on Company's feasibility model. Generally, the formula used by the feasibility model is the Estimated Margin divided by the Fixed Carrying Cost percentage as measured over the first five (5) year life of the Distribution Extension.

$$CA = \frac{\text{SUM (EM1 + EM2 + EM3 + EM4 + EM5)}}{\text{SUM (FCC1 + FCC2 + FCC3 + FCC4 + FCC5)}}$$

Where, CA = Construction Allowance;
 EM = Estimated Margin;
 FCC = Fixed Carrying Cost;

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7.02 Definition of Terms (Continued)

- D. Construction Charges: That portion of the Distribution Extension's construction costs for which the Applicant is responsible. The Electric Extension Standards and the provisions in this extension policy specify which segments of service shall be furnished by Applicant and which segments are provided by Company at cost to Applicant. These charges may consist of the following components:
- (1) Nonrefundable charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and Company and specified in the Facilities Extension Agreement.)
 - (2) Refundable charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant's requisite performance as outlined in the Facilities Extension Agreement.
- E. Distribution Extension: Distribution facilities including primary and secondary distribution lines, transformers, service laterals and all appurtenant facilities and meter installation facilities installed by Company.
- F. Electric Extension Standards: Company's Electric Extension Standards handbook, available upon request to any Applicant, defines Company's uniform standards and requirements for installation, wiring and system design.
- G. Estimated Construction Costs: The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental underground and overhead expenses connected therewith. Where special items, not incorporated in the Electric Extension Standards, are required to meet construction conditions, the cost thereof shall also be included as a non-standard cost.
- H. Estimated Margin: The Estimated Margin will be determined by first multiplying the effective rates for each customer class by the estimated incremental usage – and then subtracting 1) applicable margin allocation for network and infrastructure support costs; and 2) incremental power and energy supply costs.
- I. Extension Completion Date: The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by Company records.

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RULES AND REGULATIONS ELECTRIC

7.02 Definition of Terms (Continued)

- J. Extension Upgrade: The increase in capacity of existing electric distribution facilities necessitated by Applicant's estimated electric requirements and for which Company determines that such facilities can be reasonably installed.
- K. Facilities Extension Agreement: Written agreement between Applicant and Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, etc. in accordance with this extension policy.
- L. Fixed Carrying Cost: Company's cost of capital to provide the requisite return on its investment as well as the costs for depreciation, property taxes and property insurance.
- M. Indeterminate Service: Service that is of an indefinite or indeterminate nature where the amount and permanency of service cannot be reasonably assured in order to predict the revenue stream from Applicant. For purposes of uniform application, "Indeterminate Service" may include such service as may be required for the speculative development of property, mobile buildings, mines, quarries, oil or gas wells, sand pits and other ventures that may reasonably be deemed to be speculative in nature.
- N. Open Extension Period: The period of time, five (5) years, during which Company shall calculate and pay refunds of Construction Charges according to the provisions of this extension policy. The five (5) year period begins on the Extension Completion Date.
- O. Permanent Service: Overhead or underground electric line extensions for primary or secondary service where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured.
- P. Temporary Service: Any service that is of a known temporary nature, excluding service for construction power, and shall not be continued for a period longer than twelve (12) months.

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RULES AND REGULATIONS ELECTRIC

7.03 General Provisions

- A. Company at its sole discretion, after consideration of Applicant's electric requirements, will designate the class of service requested as Permanent, Indeterminate or Temporary in accordance with the definitions set forth herein.
- B. The determination of facility type and routing will be made by Company to be consistent with the characteristics of an Applicant's requirements and for the territory in which service is to be rendered and the nature of Company's existing facilities in the area.
- C. The facilities provided will be constructed to conform to the Electric Extension Standards. Except as otherwise provided (Section 7.09 Excess Facilities), the type of construction required to serve the Applicant appropriately will be determined by Company.
- D. Facilities Extension Agreements will be based upon Company's Estimated Construction Cost for providing the facilities necessary to supply the service requested by Applicant. Company shall exercise due diligence with respect to providing the estimate of total costs to the customer. If it is necessary or desirable to use private, public and/or government rights-of-way to furnish service, Applicant may, at Company's discretion, be required to pay the cost of providing such rights-of-way. All Distribution Extensions, with the exception of service conduits, provided wholly, or in part, at the expense of an Applicant shall become the property of Company once approved and accepted by Company.
- E. Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and easements satisfactory to Company have been received.
- F. Rights-of-way and easements which are satisfactory to Company including those as may be required for street lighting, must be furnished by the Applicant in reasonable time to meet construction and service requirements and before Company shall be required to commence its installation; such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions, and graded to within six (6) inches of final grade by Applicant at no charge to Company. Such clearance and grading must be maintained by the Applicant during construction by Company. If the grade is changed subsequent to construction of the distribution system in such a way as to require relocation of any of the electric facilities, the estimated cost of such relocation shall be paid by the Applicant or its successors as a non-refundable Construction Charge

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RULES AND REGULATIONS ELECTRIC

7.03 General Provisions (Continued)

- G. An additional Construction Charge shall be paid by the applicant to Company for any ditching required to be performed by Company due to soil conditions including, but not limited to, the presence of rock or other environmental issues which prevent the use of normal trenching and backfilling practices used in trenchable soil. The charge under this provision shall be the estimated trenching and backfilling costs to be incurred by Company including conduit or padding for feeder lines, if required, less the estimated cost of normal trenching and backfilling. Applicant may be required to perform said ditching.

7.04 Permanent Service

- A. Each application to Company for electric service of a permanent nature to premises requiring extension of Company's existing distribution facilities will be evaluated by Company in order that Company may determine the amount of investment (Construction Allowance) warranted by Company in making such extension. In the absence of special financing arrangements between the Applicant and Company, the Construction Charges as specified in the Facilities Extension Agreement shall be paid by the Applicant to Company before Company's construction commences.
- B. The Construction Charges may be refundable in part, or in their entirety, to the original Applicant during the Open Extension Period. The Facilities Extension Agreement, to be executed by Applicant and Company, shall outline the applicable refund mechanism as related to the performance required by Applicant. In no event shall refunds aggregate an amount greater than the Construction Charges. Refundable Construction Charges shall not accrue interest. No interest in any potential refunds may be assigned. Applicant shall be responsible for notifying Company within six (6) months time of qualifying permanent loads connected to Company's system. On a periodic basis, Company shall make the applicable refund(s) as specified in the Facilities Extension Agreement. No refunds will be made for performance after the Open Extension Period.
- C. Company will evaluate the feasibility of growth for an existing area when determining the amount of Construction Charges. Where sufficient growth is anticipated, the extension maybe made without an additional charge or at a reduced rate.

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RULES AND REGULATIONS ELECTRIC

7.05 Indeterminate Service

- A. For all types of electric service of an indeterminate character, Applicant shall be required to pay to Company in advance of Company's construction all of the Estimated Construction Costs as Construction Charges as outlined in the Facilities Extension Agreement.
- B. The Construction Charges will be considered non-refundable unless, at the sole discretion of Company and upon written request of the Applicant, the Applicant is reclassified to Permanent Service during the Open Extension Period. In that event, the refund procedure applicable to Permanent Service Applicants will apply.
- C. Where the length or cost of an extension is so great and the anticipated revenue to be derived is so limited as to make it doubtful whether the necessary operating costs on the investment would be recovered an additional charge to Applicant may be required. The additional charge will cover the cost of insurance, cost of removal, license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses of such facilities.

7.06 Temporary Service

For electric service of a temporary nature, Applicant shall be required to pay to Company as non-refundable Construction Charges as outlined in the Facilities Extension Agreement an amount equal to the estimated net cost of installing, owning and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Company before Company's construction commences. This classification does not include temporary meter sets furnished to service an Applicant's construction requirements. Such temporary service is normally a 10 Amp self-contained meter set. The charge for these sets is shown in Section 12 of these Rules.

7.07 Extension Upgrade

Where an electric distribution Extension Upgrade is required to serve a non-residential customer's load requirements, the Facilities Extension Agreement between Company and Applicant shall apply the Estimated Construction Costs, Construction Allowance, and Construction Charges provisions contained in this extension policy to the Extension Upgrade.

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RULES AND REGULATIONS
ELECTRIC

7.08 Relocation or Conversion Request

An Applicant desiring to have Company's existing overhead facilities installed underground or to have existing overhead or underground facilities relocated may request Company to make such changes. If Company determines that such conversion or relocation can reasonably be made, Company will make such conversion or relocation on the following basis: The cost of removing and relocating such facilities, the related net cost of non-salvageable materials and the cost of any new facilities to be installed shall be paid by the Applicant as non-refundable Construction Charges as outlined in the Facilities Extension Agreement.

7.09 Excess Facilities Request

In those instances where Company chooses to provide facilities at Applicant's request in variance with the Electric Extension Standards, Applicant shall be required to pay Company for the cost of such facilities, and to pay Company a Nonrefundable Construction Charge or a surcharge as outlined in the Facilities Extension Agreement. The charge is designed to recover the cost of insurance, replacement (or cost of removal); license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses associated with such distribution facilities.

7.10 Applicability Limitation

The applicability of this extension policy is limited by the following conditions:

- A. **Facilities Extension Agreement Not Timely Executed:** Company's Estimated Construction Costs and Construction Charges requirements as calculated for each extension may become void, at Company's discretion, after 120 days from the time a proposed Facilities Extension Agreement is provided by Company to Applicant. If a Facilities Extension Agreement is not fully executed before that time, it may become necessary for new estimates to be made incorporating the then current construction costs and the terms and conditions of Company's extension policy as on file and in effect with the Commission at that time.
- B. **Accurate Estimates Doubtful -- True-Up For Actual Costs:** The Estimated Construction Costs will typically be the amount used in calculating the Construction Allowance and Construction Charges. In situations where the accuracy of the estimate is known to be highly uncertain, a true up to reflect actual costs at the Extension Completion date will be made. The intention to adjust the Estimated Construction Costs to reflect actual costs shall be specified and agreed to by both Applicant and Company in the Facilities Extension Agreement.

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RULES AND REGULATIONS ELECTRIC

7.11 Summary Of Policy Administration

A. Company has segmented Applicants into the following general categories for administration of this Extension Policy and also requires Applicants to provide the specified facilities as referenced in the Electric Extension Standards:

B. Residential Single Family

(1) Free of Charge - Basic Extension Request: All Applicants, classified as Permanent Service, will receive the following installed basic facilities free of charge:

- (a) First 100 feet of primary or secondary overhead conductor;
- (b) One (1) thirty-five (35) foot wood utility pole with guy and anchor;
- (c) 10-kva transformer including applicable mounting and protection hardware;
- (d) First 100 feet of overhead service conductor and 200-amp meter.

(2) Excess Charge - Non Basic Extension Request: Applicants requiring a Distribution Extension in excess of the basic installed facilities which are provided free of charge may incur a non-refundable construction charge as described below:

- (a) Individual Projects: Projects defined as including at least one (1) and no more than four (4) residential dwelling(s). The applicable Construction Allowance will be subtracted from the Estimated Construction Costs for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant to Company. The cost of the distribution extension on public right-of-way will be included in the Estimated Construction Costs.
- (b) Subdivision Projects: Projects defined as including five (5) or more residential dwellings. The Nonrefundable Construction Charge is calculated based on a per lot basis and is determined by subtracting the applicable standard Construction Allowance from the standard Estimated Construction Costs. Additional Nonrefundable Construction Charges will be calculated for excess service lengths and excess extension lengths on an average per foot basis, with the per foot charge shown in Section 12 of these Rules. Applicant will also be responsible for all Estimated Construction Costs related to the cost of connecting the subdivision project to Company's existing and adequate distribution facilities when the length is greater than 100 feet. Applicant will pay these costs to Company as a Nonrefundable Construction Charge.
- (c) Construction Allowance is set equal to the cost of facilities provided free of charge plus standard adders, determined from the feasibility model, based on the electric end-use and project type committed to by Applicant.

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December 3, 2008

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. R-54
 Canceling P.S.C. MO. No. 1 Original Sheet No. R-54

Aquila, Inc., dba

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

RULES AND REGULATIONS ELECTRIC

7.11 Summary Of Policy Administration (Continued)

C. Residential Multi-Family or Residential Mobile Home Trailer Parks

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Applicant will also be responsible for all Estimated Construction Charges related to the cost of connecting to Company's existing and adequate distribution facilities when the length is greater than 100 feet. Applicant will pay these costs to Company as a Nonrefundable Construction Charge.

D. Commercial or Industrial

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. The cost of the Distribution Extension on public right-of-way is generally included in the Estimated Construction Cost except where the Applicant requires an extension other than a standard overhead extension. Where underground service on public right-of-way is required and agreed to by Company, the Applicant will be required to pay for the required facilities as either a Nonrefundable Construction Charge or as a surcharge on its monthly bill, at Company's discretion.

7.12 Aquila Networks – L&P Phase-in Period Through 10/22/04

- A. Through October 22, 2004, customers in the Aquila Networks – L&P service territory may, at their choice, follow the line extension policy listed in Aquila Networks – L&P's rules and regulations that were in effect on April 1, 2004. On and after October 23, 2004, any request for service will comply with the current rules and regulations for Aquila Networks, as they may change from time to time.
- B. The line extension policy for Aquila Networks – L&P on April 1, 2004 includes the following sheets from PSC Mo. No. 6, Rules and Regulations:

- (1) 5th Revised Sheet 39, Effective January 5, 1995
- (2) 2nd Revised Sheet 39.1, Effective January 5, 1995
- (3) 2nd Revised Sheet 39.2, Effective January 5, 1995
- (4) 4th Revised Sheet 39.3, Effective October 31, 1999
- (5) 8th Revised Sheet 40, Effective January 5, 1995
- (6) 2nd Revised Sheet 41, Effective January 5, 1995

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Sheet No. _____

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RULES AND REGULATIONS Missouri Public
ELECTRIC Service Commission

7.11 Summary Of Policy Administration (Continued)

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C. Residential Multi-Family or Residential Mobile Home Trailer Parks

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Applicant will also be responsible for all Estimated Construction Charges related to the cost of connecting to Company's existing and adequate distribution facilities when the length is greater than 100 feet. Applicant will pay these costs to Company as a Nonrefundable Construction Charge.

D. Commercial or Industrial

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. The cost of the Distribution Extension on public right-of-way is generally included in the Estimated Construction Cost except where the Applicant requires an extension other than a standard overhead extension. Where underground service on public right-of-way is required and agreed to by Company, the Applicant will be required to pay for the required facilities as either a Nonrefundable Construction Charge or as a surcharge on its monthly bill, at Company's discretion.

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RULES AND REGULATIONS
ELECTRIC

8. ELECTRIC POWER AND ENERGY CURTAILMENT PLAN

8.01 Purpose

- A. The purpose of this curtailment plan is to provide an order of curtailment of electrical power and energy by Company with its electric customers. The curtailment plan is divided into two (2) phases. The first phase is voluntary curtailment and the second phase is mandatory curtailment. The extent of curtailment to be carried out shall be in compliance with this curtailment plan as approved by the Commission. Company shall advise the Commission the extent of curtailment to be placed in effect five (5) working days prior to such proposed curtailment and the basis therefore.
- B. Curtailment may be initiated for any one (1) or all of the following reasons:
 - (1) Insufficient fuel supply.
 - (2) Insufficient generating, transmission or distribution capacity.
 - (3) Insufficient purchased power available.
- C. Steps of the order of curtailment: the priority order of curtailment shall be A and then B with the order within A and B in the order numbered.
- D. Restoration to normal service shall be in the reverse order as stated for priority order of curtailment if service cannot be restored to all simultaneously.
- E. The voluntary phase of this curtailment program will be initiated when Company's coal supply in Company's storage facilities is equivalent to an estimated thirty (30) days supply. The mandatory phase of this curtailment program will be initiated when Company's coal supply in Company's storage facilities is equivalent to an estimated twenty (20) days supply.

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RULES AND REGULATIONS ELECTRIC

8.02 Essential Services

- A. Essential services shall be exempt from the mandatory provisions of this curtailment plan until Step V. Establishments requiring essential services of the types listed below must strive to meet, but are not mandated to meet, the requirements of the several steps. In doing so, such customers should undertake the reduction of electric energy consumption to the fullest practical extent consistent with continued operation of the services, functions, and activities for which the customer is responsible.
- B. Essential services shall be defined as follows:
- (1) Any facility whose function is known to Company to be necessary to the support of life.
 - (a) Certain hospital services and nursing homes
 - (b) Non-hospital facilities, such as iron lungs and kidney machines
 - (2) Any facility whose function is known to Company to be necessary for national, state or local security.
 - (a) Missile sites
 - (b) Defense communication network centers
 - (c) Civil defense facilities
 - (d) Prisons
 - (e) Other governmental activities essential to national defense
 - (3) Any facility whose function is known to Company to be necessary to provide essential public services.
 - (a) Police and fire control facilities
 - (b) Essential public services--water, telephone, gas, trash, sewage, etc. facilities
 - (c) Transportation facilities
 - (d) Communications media
 - (e) Coal mining and related functions
 - (f) Petroleum refining and pipeline facilities
 - (g) Food processing, storage, and distribution facilities
 - (h) Medical supply facilities

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AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS

KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

8.03 Curtailment Plan

A. Voluntary Phase of Curtailment (to the extent accepted by the customers)

- (1) Industrial Customers - Voluntary Curtailment
Comply with all steps of the Appendix of Priority to the extent possible without causing a reduction in employment, public safety, and a reasonable level of productivity.
- (2) Commercial - Voluntary Curtailment
Comply with all steps of the Appendix of Priority to the extent possible without causing a reduction in employment and public safety.
- (3) Public Authority - Voluntary Curtailment
Comply with all steps of the Appendix of Priority of Curtailment to the extent possible without causing a reduction in employment and public safety.
- (4) Residential and Other - Voluntary Curtailment
Comply with all steps of the Appendix of Priority to the extent possible without causing a reduction in public safety.

B. Mandatory Phase of Curtailment

- (1) Industrial Customers - Mandatory Curtailment
Comply with all steps of the Appendix of Priority to the degree required with due regard for public safety.
- (2) Commercial - Mandatory Curtailment
Comply with all steps of the Appendix of Priority to the degree required with due regard for public safety.
- (3) Public Authority - Mandatory Curtailment
Comply with all steps of the Appendix of Priority to the degree required with due regard for public safety.
- (4) Residential and Other - Mandatory Curtailment
Comply with all steps of the Appendix of Priority to the degree required with due regard for public safety.

Steps III, IV, and V will not be initiated until approval is received from the Commission.

CANCELLED
December 3, 2008
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ELECTRIC

8.04 Appendix of Priority of Curtailment

Step I Discontinue:

- (a) All exterior advertising, decorative, and flood lighting.
- (b) All show window lighting.
- (c) All interior display and showcase lighting.
- (d) All comfort air conditioning.
- (e) The use of electric ovens and broilers in home cooking, and reduce use of electricity for other home cooking to an absolute minimum.
- (f) The use of all residential electrical appliances except refrigerators, range, and television or radio receivers.
- (g) Nonresidential cooking and baking on electrical equipment except for essential staple foods, and reduce non-domestic use of electricity for all cooking and baking to an absolute minimum.

Step II Reduce:

- (a) Elevator service to an absolute minimum.
- (b) Public lighting to the absolute minimum essential for safety.
- (c) Thermostat settings for comfort heating, utilizing electricity, to a maximum of 65° daytime and 50° nighttime temperatures.
- (d) The use of hot water heated by electricity to minimum requirements.
- (e) General illumination by 50 percent (50%) in all commercial and residential establishments.
- (f) The use of radio and television receivers to the minimum necessary.

Step III Discontinue the use of electricity except for preservation of equipment:

- (a) In all places of amusement.
- (b) In nonessential public places (such as museums, galleries, etc.).
- (c) In schools other than those with pupils attending pursuant to requirements of the Compulsory Education Law and institutions of higher learning.
- (d) In all commercial wholesale and retail establishments except those engaged in the distribution of controlled-temperature storage of foods, fuel, medical supplies, and medicines.
- (e) In all industrial establishments not engaged in the manufacture, processing, or controlled-temperature storage of staple foods, medicines, and medical supplies, or specifically designated by the state as essential facilities.
- (f) In all office buildings not engaged in communications, utilities, police, fire, health, water supply, public works, welfare, and transportation services.

Step IV Discontinue industrial use of electricity by all essential industrial facilities except those engaged in the manufacturing, processing, controlled-temperature storage and distribution of staple foods, fuel, and medical supplies.

Step V Discontinue use of electricity to essential services.

Step VI If electric power service cannot be rendered with safety; the utility shall discontinue all power supply.

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9. PROMOTIONAL PRACTICES

- 9.01 Fuel Cost Comparisons – Company assists customers and prospective customers in evaluating the optional energy to be used for any particular application.
- 9.02 Equipment Selection - Company provides customers and prospective customers with educational information on the latest technical improvements in electric equipment.
- 9.03 Energy Consulting - Company provides customers, prospective customers, suppliers or other interested parties with technical information.
- 9.04 Promotion of High Efficiency Electric Appliances - Company encourages the use of high efficiency electric appliances by making available educational material. Upon request, Company will supply to customers and prospective customers a cost comparison showing possible energy savings through the use of high efficiency equipment.
- 9.05 Educational Services - Company engages in an educational process to familiarize the communities we serve with the benefits of electricity.
- 9.06 Residential Customer Purchase Plan
- A. This plan is available to residential customers who own and reside in one (1), two (2), three (3) or four (4) family dwellings that are occupied on a year-round basis. These customers must meet uniform credit qualifications established by Company. Items that can be financed include:
- (1) Electric space heating equipment, including dual fuel heat pumps. A dual fuel heat pump is a heat pump that utilizes electricity as the primary source for heating and cooling and is operated with an alternative fuel as a secondary heating source.
 - (2) Central air conditioning equipment.
 - (3) Humidifier or electronic air cleaner when installed in conjunction with the above equipment.
 - (4) Electric water heaters.
 - (5) Other high efficiency or demand reducing technologies, either new or retrofit.
 - (6) Extended warranties, installation, wiring and duct work pertaining to the above equipment.
- B. Equipment financed must exceed the National Appliance Energy Conservation Act (“NAECA”) minimum-efficiency requirements in effect at the time of financing.

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9.06 Residential Customer Purchase Plan (Continued)

- C. The annual rate of interest will be two percent (2%) above the annual prime rate as quoted in The Wall Street Journal for the first business day in December. This annual rate of interest will apply to the following calendar year loan repayments. The annual interest rate can change each year for the term of the loan. The financing period will be established by Company and can range from six (6) to one hundred and twenty (120) months. The interest rate and financing terms will not exceed those allowed by Missouri law, nor be more favorable than those generally prevailing in the applicable retail markets. The monthly loan repayment amount will appear as a separate item on the customer's regular monthly Company utility bill.
- D. Company will make financing available directly to customers. Dealers or persons who sell and install equipment for residential customers can make information regarding this purchase plan available to their customers and complete and forward necessary paperwork to Company.
- E. Financing in excess of \$10,000 will be at the discretion of Company on a case-by-case basis. These customers must meet the same uniform credit qualifications established by Company for all other customers.
- F. Revenue and expenses associated with the operation of this plan shall be subject to Commission review in all general rate proceedings.
- G. The failure of a customer to make payments under this plan shall not constitute sufficient cause to discontinue electric service.

9.07 Commercial and Industrial Customer Purchase Plan

- A. This plan is available to new or existing Company commercial and industrial customers. Items that can be financed include:
- (1) Electric heating equipment.
 - (2) Electric cooling equipment.
 - (3) Electric process heating equipment, which includes commercial cooking.
 - (4) Electric water heating equipment.
 - (5) Other high efficiency or demand reducing technologies, either new or retrofit.
 - (6) Extended warranties, installation, wiring and duct work pertaining to the above equipment.
- B. Equipment financed must exceed the American Society of Heating, Refrigerating and Air-conditioning Engineers, Inc. ("ASHRAE") minimum-efficiency requirements in effect at the time of financing.

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9.07 Commercial and Industrial Customer Purchase Plan (Continued)

- C. Company shall put interested customers in contact with lending organization(s) that have funds available.
- D. The lending organization will apply its usual and customary underwriting and credit due diligence standards in considering loan applications. The customer will apply for the loan directly with the lending organization. Each customer will be notified in writing by the lending organization if the loan is accepted or denied. Company will not be involved in determining eligibility for loans.
- E. All terms and conditions of the loan, including but not limited to, interest rate, term, collateral, repayment provisions, representations and warranties of the customer, financial reporting and covenants, and defaults and remedies shall be negotiated between the lending organization and the customer.
- F. The lending organization will notify Company of the customer's monthly loan repayment amount and term of the agreement. Company will include the loan repayment amount on the customer's monthly utility bill. The loan repayment amount will be designated clearly and separately from utility charges. If partial payment of the bill is made, Company will credit all payments to the balance outstanding for utility charges before crediting the loan repayment amount or other non-utility services.
- G. Company will remit all loan repayments received from customers to the lending organization as soon as commercially reasonable.
- H. The lending organization will assume all billing and collection activities if the customer does not pay the loan payment amount within thirty-seven (37) days from the billing date. If there is such a default on the loan payment, Company will notify the customer in writing that all future loan payments are required to be made directly to the lending organization. After such notice by Company, Company 's participation in the loan repayment process for that customer shall be terminated and the line item removed from the customer's bill.
- I. Revenue and expenses associated with the operation of this plan shall be subject to Commission review in all general rate proceedings.
- J. The failure of a customer to make payments under this plan shall not constitute sufficient cause to discontinue electric service.

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9.08 Unregulated Competition Variances

Company may make application for variances consistent with 4 CSR 240-14, Chapter 14 - Utility Promotional Practices. The following represent Commission-approved variances from otherwise prohibited promotional practices in order for Company to meet unregulated competition. These are offered only to the customer listed below and only at the location described in the application approving the variance. These variances do not represent a uniform offering to a specific class, but variation to specific instances. A description of the promotional practice and a statement of the terms and conditions governing the practice are contained in the Commission's Case File referenced below for each application. There is no offering of any part of this promotional practice by an affiliate of the utility or other person. The following is a list of the variances granted by the Commission to meet unregulated competition for good cause shown:

<u>Commission Case File Number</u>	<u>Description</u>
EO-94-254	North Andrew R-VI School
EO-92-274	Three subdivisions in Cass County developed by Rod Shaddox
EO-88-133	The Citadel subdivision in Weston, MO
EO-88-141	Coleman Heights subdivision in Cass County
EO-88-266	Lake Ridge subdivision near Warrensburg, MO

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KANSAS CITY, MO 64138RULES AND REGULATIONS
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9.09 Residential Lighting Program

- A. The Residential Lighting Program is a year-round program designed to encourage the replacement of (inefficient) incandescent light bulbs with Energy Star compact fluorescent light (CFL) bulbs. The Company will provide a rebate that covers a portion of the difference in cost between incandescent and CFL bulbs.
- B. As part of the Program, the Company will continue to provide funding for the annual Change A Light campaign (sponsored by the US Environmental Protection Agency) that occurs each fall administered by the Midwest Energy Efficiency Alliance (MEEA). The Company will also coordinate its year round efforts with MEEA.
- C. The Program is available to any of the Company's Missouri residential electric customers.
- D. Any retailer located in Aquila's Missouri service territory that has completed an agreement with the Company to sell CFL bulbs is eligible to participate in this program.
- E. Each participating customer completes a rebate form at check-out, provides the completed form to the retailer, and then receives a rebate per Section 13 of these Rules for each applicable CFL purchased as an instant credit. Rebate forms are available at all participating retailer locations. The information collected through the rebate forms will serve to verify the number of CFLs installed in the Company's service territory and will provide customer contact information that may be used for program evaluation. The Company reimburses the retailer for the approved rebate plus a handling fee. Customer rebates must be redeemed through participating Missouri retailers located in Aquila's service territory. A list of participating retailers is available at the Company's website (www.aquila.com) or by calling the Company's customer service department. The rebate incentive would be limited to 6 bulbs per customer per visit.
- F. The program is voluntary and available to any residential customer. Participating retailers can be determined by visiting Company's website (www.aquila.com).
- G. The program will be offered annually for 5 years with an annual budget of \$49,900 in 2007, \$80,400 in 2008, \$116,600 in 2009, \$125,600 in 2010 and \$137,000 in 2011.
- H. The Company will submit a report on the Program to the Staff and OPC annually by May 15th. Each report will address the progress of the Program and provide an accounting of the funds spent on the Program during the preceding calendar year. The report will include the following information:
1. Program expenditures
 2. Number of measures
 3. Program impacts

The report shall be subject to audit by the Commission Staff and OPC.

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ELECTRIC

9.09 Residential Lighting Program

- A. The Residential Lighting Program is a year-round program designed to encourage the replacement of (inefficient) incandescent light bulbs with Energy Star compact fluorescent light (CFL) bulbs. The Company will provide a rebate that covers a portion of the difference in cost between incandescent and CFL bulbs.
- B. As part of the Program, the Company will continue to provide funding for the annual Change A Light campaign (sponsored by the US Environmental Protection Agency) that occurs each fall administered by the Midwest Energy Efficiency Alliance (MEEA). The Company will also coordinate its year round efforts with MEEA.
- C. The Program is available to any of the Company's Missouri residential electric customers.
- D. Any retailer located in Aquila's Missouri service territory that has completed an agreement with the Company to sell CFL bulbs is eligible to participate in this program.
- E. Each participating customer completes a rebate form at check-out, provides the completed form to the retailer, and then receives a \$2 rebate for each applicable CFL purchased as an instant credit. Rebate forms are available at all participating retailer locations. The information collected through the rebate forms will serve to verify the number of CFLs installed in the Company's service territory and will provide customer contact information that may be used for program evaluation. The Company reimburses the retailer for the approved rebate plus a handling fee. Customer rebates must be redeemed through participating Missouri retailers located in Aquila's service territory. A list of participating retailers is available at the Company's website (www.aquila.com) or by calling the Company's customer service department. The rebate incentive would be limited to 6 bulbs per customer per visit.
- F. The program is voluntary and available to any residential customer. Participating retailers can be determined by visiting Company's website (www.aquila.com).
- G. The program will be offered annually for 5 years with an annual budget of \$49,900 in 2007, \$80,400 in 2008, \$116,600 in 2009, \$125,600 in 2010 and \$137,000 in 2011.
- H. The Company will submit a report on the Program to the Staff and OPC annually by May 15th. Each report will address the progress of the Program and provide an accounting of the funds spent on the Program during the preceding calendar year. The report will include the following information:
1. Program expenditures
 2. Number of measures
 3. Program impacts

The report shall be subject to audit by the Commission Staff and OPC.

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Issued by: Gary Clemens, Regulatory Services

Effective: ~~September 26, 2007~~
September 17, 2007

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

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9.09 Missouri Change A Light Program

- A. The Missouri Change A Light Program (Program) is designed to encourage the replacement of inefficient energy consuming lights, by providing a rebate for a portion of the costs of Energy Star® compact fluorescent light (CFL) bulbs. Company's participation in such financial incentives is limited to the funds set forth by the Missouri Energy Efficiency Collaborative (MEEC) pursuant to the Stipulation and Agreement approved by the Missouri Public Service Commission (Commission) in Case No. ER-2004-0034.
- B. This program will be administered by Midwest Energy Efficiency Alliance (MEEA).
- C. MEEC has allocated up to eleven thousand eight hundred dollars (\$11,800) for rebates and fulfillment which includes up to seven thousand four hundred fifteen (7,415) CFL bulbs.
- D. Any customer served under a Company's residential rate schedule is eligible to participate in this program.
- E. Any retailer located in Missouri which has completed an agreement with MEEA to sell CFL bulbs is eligible to participate in this program.
- F. The MEEC was established by the Commission in Case No. ER-2004-0034 and includes representatives from Company, Commission Staff, Office of the Public Counsel, Department of Natural Resources and City of Kansas City.
- G. The program is voluntary and available to any residential customer. Rebates must be redeemed through retailers. Participating retailers can be determined by visiting Company's website (www.aquila.com) or by calling 816-737-7176.
- H. Each participant will receive a rebate as an instant credit at check out from the retailer after the retailer receives completed rebate form from the participant. Rebate forms will be available at the retailer location. The terms of the rebate will be as follows:
1. Upon receipt of the completed rebate form, the retailer will provide an instant rebate for at least one dollar and forty-five cents (\$1.45) per applicable CFL bulb upon the purchase of such bulb up to a maximum of six (6) bulbs per participant account. The plan administrator will reimburse the retailer one dollar and forty-five cents (\$1.45) per bulb per approved rebate.
 2. The total amount of all rebates reimbursed to the participating retailers will not exceed eleven thousand eight hundred dollars (\$11,800) annually.
- I. The program will end when eleven thousand eight hundred dollars (\$11,800) of reimbursements have been completed on an annual basis. The Company reserves the right to continue this program on an annual basis.

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9.10 Low-Income Affordable New Homes

- A. **PURPOSE:** This voluntary program is intended to provide incentives to builders of qualified new homes for low-income customers for the installation of Energy Star® rated lighting fixtures, Energy Star® rated refrigerators, high-efficiency central cooling equipment, and increased R-factor insulation in the home's attic, floor, or crawlspace.
- B. **AVAILABILITY:** This Program is available to builders of qualified new homes, within Aquila's service territory, for persons having household earnings at or below 185% of the current Federal Poverty Level guidelines or 60% of the current State median income, whichever is greater.
- C. **PROGRAM ADMINISTRATION:** The Program will be administered by Aquila. Agreements will be established with builders of qualified homes, who will then invoice Aquila for incentives and will be paid per Section 13 of these Rules for installing Energy Star® rated lighting fixtures, an Energy Star® rated refrigerator, high efficiency central cooling equipment (14 SEER or greater), and for upgrading to at least one of the following: R42 attic insulation, R25 floor insulation, or R19 crawlspace insulation. Proof of installation will be required prior to payment of incentives.
- D. **PROGRAM COST:** The total expenditure for each year of the Program is estimated to be \$32,000 in 2008, \$64,000 in 2009, \$75,500 in 2010, and \$64,000 per year for years 2011 through 2012. To the extent there are excess funds for a given year, the amount of excess will be "rolled over" to be utilized for the Program in the succeeding year. After five years from the effective date of the Low-Income Affordable New Homes Program, budgeted funds not utilized will be available for other Aquila affordability programs.
- E. **TERM OF PROGRAM:** The term of this Program will be five years from the effective date, pursuant to the terms defined in agreements with the builders.
- F. **EVALUATION:** Impacts associated with this Program will be estimated based upon engineering analysis. If a control group can be identified, a billing analysis may be conducted after homes that have participated in the Program have been occupied for at least one full calendar year.

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9.11 Low-Income Weatherization

- A. **PURPOSE:** This voluntary Program is intended to assist residential Customers in reducing their energy usage by weatherizing a qualified Customer's home.
- B. **AVAILABILITY:** This Program is available to any Customer currently receiving service under any generally available residential rate schedule for a minimum of one year prior to completion of an application for weatherization assistance and who also meets the additional Customer eligibility requirements defined in the agreement between the Company and the Social Agency.
- C. **PROGRAM ADMINISTRATION:** The Program will be administrated by Missouri-based Social Agencies that are directly involved in qualifying and assisting Customers under this Program.
- D. **PROGRAM ADMINISTRATION COSTS:** Program funds cannot be used for administrative costs except those incurred by the Social Agency that is directly related to qualifying and assisting Customers under this Program. The amount of reimbursable administrative costs per Program year shall not exceed 13% of the total Program funds that are utilized by the Social Agency within a Program year, as defined in the agreement between the Company and the Social Agency.
- E. **PROGRAM GRANTS:** The total amount of grants offered to a qualifying Customer will be defined in the agreement between the Company and the Social Agency using established criteria for Low-Income Weatherization. The total amount of grants offered to a qualifying Customer shall not exceed the Adjusted Average Expenditure Limit for weatherization determined by the U.S. Department of Energy that is applicable for the month that the weatherization is completed.
- F. **CUSTOMER ELIGIBILITY:** The Social Agency will select Customers eligible for Low-Income Weatherization using the following criteria: The Customer's household earnings at or below 185% of the current year Federal Poverty Level guidelines or below 60% of the state median income, whichever is higher for the number of persons in the residence, the residence must have energy consumption greater than 3,000 kWh per year, the Customer has received electric service from the Company for a minimum of one year prior to completion of an application, and other eligibility requirements defined in the agreement between the Company and the Social Agency.

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9.11 Low-Income Weatherization (Continued)

G. PROGRAM REPORTING: The Company, with the assistance from the Social Agencies that administrate the Program, will submit a report on the Program to the Commission Staff, the Office of the Public Counsel and the Department of Natural Resources Energy Center on or before April 16, 2009 and on the same date for each succeeding year in which the Program continues. Each report will address the progress of the Program, and provide an accounting of the funds received and spent on the Program during the preceding calendar year. The report will include the following information with breakdowns for each of the participating Social Agencies:

- 1: Program funds provided by Company;
- 2: Amount of program funds, if any, rolled over from previous year;
- 3: Amount of administrative funds retained by the social agency;
- 4: Number of weatherization jobs completed and total cost (excluding administrative funds) of jobs completed; and
- 5: Number of weatherization jobs "in progress" at the end of the calendar year.

The report shall be subject to audit by the Commission Staff and Public Counsel.

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9.12 Energy Star® New Homes

- A. **PURPOSE:** This voluntary Energy Star® New Homes (ESNH) Program is designed to improve the energy efficiency of homes built in the residential construction market by applying efficient construction techniques and high-performance products (windows, doors, appliances, lighting, and heating and cooling systems) in accordance with guidelines set by the U.S. Environmental Protection Agency through the Energy Star® program. Homes built under the Energy Star® guidelines are typically 20–30% more energy efficient than standard homes.
- B. **DEFINITIONS:**
1. **Builder** – Companies or individuals in the business of constructing new, residential homes in the Company service territory.
 2. **HERS Index** – The Home Energy Rating System (HERS) Index is a scoring system established by the Residential Energy Services Network. In that system homes are given a score indicating their relative level of energy efficiency:
 - a home built to the specifications of the HERS Reference Home, based on the 2006 International Energy Conservation Code (IECC), scores a HERS Index of 100,
 - a home that produces as much energy as it consumes in a year, achieving net zero energy consumption, scores a HERS Index of 0, and
 - a home that does not meet the 2006 IECC would have a HERS Index greater than 100.

The lower a home's HERS Index, the more energy efficient it is in comparison to the HERS Reference Home. Each 1-point decrease in the HERS Index corresponds to a 1% reduction in energy consumption compared to the HERS Reference Home.
 3. **HERS Rater** – A person certified by the Residential Energy Services Network, in accordance with their standards, to produce accurate and fair HERS Index ratings.
- C. **AVAILABILITY:** The training, rating and incentive elements of the Program are available to Builders constructing new homes (homes that are three stories or less including site-constructed homes, attached or detached homes, single or low-rise multi-family residential buildings, system-built homes (structural insulated panels or modular) and log homes) within the Company service territory area. The Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.
- D. **PROGRAM PROCESS:**
1. The company will complete the necessary requirements to obtain status with Energy Star® to promote the ESNH Program regionally.
 2. The Company will work with Builders in Aquila's Missouri service territory to help them achieve Partner status with Energy Star® under the ESNH program.
 3. As necessary, the Company will expand the availability of Raters certified to evaluate homes under the Home Energy Rating System (HERS) standards within the Company's service territory. The HERS program will be used to provide independent, third party verification of ESNH construction.

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9.12 Energy Star® New Homes (Continued)

4. Builders will construct homes according to one of the following agreement structures:
 - a. Performance agreement – In this structure Builders submit construction plans for analysis prior to construction. Using standardized software, the analysis will yield a HERS Index Rating. Homes built to the specifications of construction plans analyzed to have an index of 85 or below will qualify for Energy Star® rating.
 - b. Prescriptive agreement – In this structure Builders apply specific energy efficiency measures, pre-defined by Energy Star® and available through their website, to a new home. The measures include high efficiency heating and cooling equipment, ductwork, windows, water heating, lighting, and appliances. Where applicable, Energy Star® rated equipment is specified.
 5. For single homes, onsite inspections will be completed by HERS Raters twice during the construction and once following completion of the home to verify compliance with Energy Star® requirements. For multiple homes built in the same subdivision, HERS Raters will use the “Energy Star® for Homes Revised Sampling Protocol Guidelines.” HERS Raters will be assigned to a Builder by the Company. The Company will reimburse Builders for HERS ratings per Section 13 of these Rules. A Builder whose homes consistently fail the verification process will become ineligible to participate in the Program.
 6. For homes that achieve Energy Star® qualification, Builders may request a rebate per Section 13 of these Rules toward the incremental cost of meeting Energy Star® requirements. The rebate request form is available from the Company.
 7. The Company will promote the Program to residential Customers through mediums that may include press releases, direct mailings, bill messages, bill inserts, trade ally communications, and web site materials.
 8. The Company will obtain Energy Star® materials and establish a clearinghouse of training materials, marketing resources and tools that can be used by Builders and the Company to implement and promote the Program.
- E. PROGRAM ADMINISTRATION: The Program will be administered by the Company in compliance with terms established by Energy Star®.

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RULES AND REGULATIONS ELECTRIC

9.12 Energy Star® New Homes (Continued)

- F. PROGRAM COST: The total expenditures for each of the first five years of the Program are estimated to be:

<u>Year</u>	<u>Expenditure</u>
2008	\$80,000
2009	\$545,000
2010	\$985,000
2011	\$935,000
2012	\$935,000

These amounts will provide for incentive payments, home inspections, marketing costs, evaluation costs, and Company administrative costs. Payments will be provided until the budgeted funds for the total Program are expended. To the extent there are excess funds for a given year, the amount of the excess shall be “rolled over” to be utilized for the Program in the succeeding year.

- G. EVALUATION: The Company will provide to the Commission an evaluation of the program in 2010. The evaluation will include a billing analysis comparison between participating Customers and a control group.

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RULES AND REGULATIONS ELECTRIC

9.13 Building Operator Certification Program

- A. **PURPOSE:** This voluntary program is designed to establish and encourage Building Operator Certification through the Northwest Energy Efficiency Council's Building Operator Certification Level 1 and Level 2 curriculums. In support of partnerships with the Missouri Department of Natural Resources Energy Center (MDNR) and the Midwest Energy Efficiency Alliance (MEEA), Aquila will:
1. Reimburse the annual cost to license the Level 1 and Level 2 curriculums for Aquila's Missouri service territory.
 2. Reimburse portions of the tuition costs for Building Operators associated with properties in Aquila's service area who successfully complete the certifications.
- B. **AVAILABILITY:** The certification courses funded by this Program will be available through MDNR for any Building Operator employed by a company having at least one Missouri commercial property receiving electrical service from Aquila.

Reimbursements for the successful completion of the certifications are available to any Building Operator associated with at least one Missouri commercial property receiving electrical service from Aquila.

- C. **PROGRAM ADMINISTRATION:** The Program will be administered by the MDNR and the MEEA.
- D. **PROGRAM COST:** Aquila will reimburse the MDNR for the amount paid annually to license the Level 1 and Level 2 curriculums for the Aquila area per certification class (about 20 students per class).

Tuition reimbursements per Section 13 of these Rules will be paid to the sponsor or individual paying the tuition. To receive the reimbursement, qualified Building Operators must complete a reimbursement request and submit it to Aquila. The reimbursement form is available by contacting Aquila directly.

- E. **TERM OF PROGRAM:** The term of this program will be five years from the effective date, pursuant to the terms defined in agreements with the MDNR and the MEEA.

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**RULES AND REGULATIONS
ELECTRIC**

9.14 Energy Optimizer Program

A. PURPOSE:

The voluntary Energy Optimizer Program is intended to help reduce system peak load and thus defer the need for additional capacity. The Program accomplishes this by cycling the Participants' air conditioning unit temporarily in a Company coordinated effort to limit overall system peak load.

B. AVAILABILITY:

The Energy Optimizer Program is available to any Customer currently receiving or requesting service under any residential, small general service or medium general service rate schedule. Customers must also have adequate paging and/or radio coverage and have a working, central air conditioning system of suitable size and technology to be controlled by the programmable thermostat. Other appliances such as pool pumps or electric hot water heaters may be controlled with Participant's permission. Residential property owner's (owner occupant or landlord for a rental property) permission is required to participate. Commercial property owner's permission may be required for a tenant to participate. The Company may limit the number of participants based on available Program budget or market saturation.

C. CONTROLS AND INCENTIVES:

Participants will receive a programmable thermostat that can be controlled via radio signals sent to the unit by the Company or its assignees. During a curtailment event, the Company or its assignee will send a radio signal to the thermostat that will cycle the Participants air conditioner and any other equipment. Participants may use the programmable thermostat throughout the year to improve heating and cooling efficiency. As an alternative and if feasible, when the paging, programmable thermostat is not adaptable to the Customer's cooling unit or other appliances, a Company supplied control device may be installed on the cooling unit or other appliance with the Participant's permission. Additionally, under this alternative, the Participant will receive a non-paging, programmable thermostat.

D. CYCLING METHODS:

The Company may elect to cycle Participant's air conditioner units either by raising the thermostat setting, or by directly cycling the compressor unit.

E. NOTIFICATION:

The Company will notify Participant's of a curtailment event via a website and/or on the thermostat. The notification can occur prior to or at the start of a curtailment event.

F. CURTAILMENT SEASON:

The Curtailment Season will extend from June 1 to September 30.

G. CURTAILMENT LIMITS:

The Company may call a curtailment event any weekday, Monday through Friday, excluding Independence Day and Labor Day, or any day officially designated as such. A curtailment event occurs whenever the thermostat is being controlled by the Company. The Company may call a maximum of one curtailment event per day lasting no longer than four (4) hours per Participant. The Company is not required to curtail all Participants simultaneously and may stagger curtailment events across participating Participants.

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RULES AND REGULATIONS
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9.14 Energy Optimizer Program (Continued)

H. CURTAILMENT OPT OUT PROVISION:

A Participant may opt out of one air conditioning cycling curtailment event each month during the Curtailment Season by notifying the Company at any time prior to or during a curtailment event. Notification must be communicated to the Company by using the Company's website (www.kcpl.com) or by calling the Company at the telephone number provided with the air conditioner cycling agreement. If a curtailment event does not occur on the day the Participant requested to opt out, the Participant is not considered as having used their once-per-month opt out provision.

I. NEED FOR CURTAILMENT:

Curtailments may be requested for operational or economic reasons. Operational curtailments may occur when any physical operating parameter(s) approaches a constraint on the generation, transmission or distribution systems or to maintain the Company's capacity margin requirement. Economic reasons may include any occasion when the marginal cost to produce or procure energy or the price to sell the energy in the wholesale market is greater than a Customer's retail price.

J. CONTRACT TERM:

Initial contracts will be for a period of three years, terminable thereafter on 90 days written notice. At the end of the initial term, the thermostat becomes the Participant's property; however, so long as the contract is in force, the Company will provide maintenance and repair to the programmable thermostat as may be required due to normal use. The Company may retain ownership of Company supplied control equipment after the initial term. If the Participant leaves the Program prior to the end of the initial contract, the Company will have 60 days thereafter to remove the thermostat and/or other control equipment; otherwise, it becomes the Participant's property.

K. PROGRAM BUDGET:

The total expenditure for each year of the Program is defined by the Company and will cover program costs that will include setup, maintenance and marketing.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$1,079,878	\$2,159,755	\$2,159,755	\$3,239,633	\$4,319,511	\$12,958,532

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**RULES AND REGULATIONS
ELECTRIC**

9.15 Cool Homes Program

A. PURPOSE:

The Cool Homes Program (CHP or Program) is designed to encourage Residential Customers to:

- Have working, central cooling systems evaluated and, if feasible, brought back to factory specifications (re-commissioned), or
- Replace less efficient, working central cooling systems with high efficiency central cooling systems.

B. DEFINITIONS:

CheckMe!® – A testing process developed by Proctor Engineering Group, Ltd. used to properly evaluate air conditioning system performance.

EER – *Energy Efficiency Ratio*, the efficiency rating for the air conditioner or heat pump at a particular pair of external and internal temperatures. Calculated by dividing the amount of cooling put out by an air conditioning system, in British thermal units (Btu), divided by the amount of energy put in to it in watts (W). If the air conditioning capacity of a heat pump is 48,000 Btu and the compressor, fan and pumps consume 3.43 kW (3,430 watts), the EER is:
 $48,000 / 3,430 = 14.0$.

HVAC – *Heating, Ventilation, Air Conditioning*.

Program Administrator – The Program will be implemented by a third-party vendor specializing in programs of this type.

CHP HVAC Contractor – A properly licensed HVAC contractor who requests to participate in the Cool Homes Program and completes training courses conducted by the Program Administrator.

SEER – *Seasonal Energy Efficiency Ratio*, the efficiency rating for the air conditioner or heat pump over a range of expected external temperatures (i.e., the temperature distribution for the geographical location for the SEER test). SEER rating is the Btu of cooling output during a simulated, typical cooling season divided by the total electric energy input in watt-hours during the same period. The relationship between SEER and EER is relative because equipment performance is dependent on seasonal temperature, humidity, and air pressure patterns.

C. AVAILABILITY:

This Program is available to any current Customer with a working, central home cooling system receiving service under any generally available residential rate schedule.

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**RULES AND REGULATIONS
ELECTRIC**

9.15 Cool Homes Program (Continued)

D. PROGRAM PROCESS:

Prospective Customer participants will be identified in three ways:

- Customer electric usage data will be evaluated to identify Customers with a high probability of operating less efficient central air conditioning equipment.
- Participating CHP HVAC contractors may identify existing Customers within the Company service area that are suitable for the Program.
- Customers interested in the program, but not identified through the above means may contact a participating CHP HVAC contractor or the Company directly. A listing of participating CHP HVAC Contractors will be posted on the Company website.

The following general process will be followed to serve Customers in the Program:

- The Program Administrator will assign participating Customers to a CHP HVAC Contractor for service.
- The CHP HVAC Contractor will evaluate the Customer's cooling system using CheckMe!®.
- Customers with working equipment that can be re-commissioned to operate above an EER rating of 8.0 will be offered an opportunity to return the equipment as close as possible to manufacturer specifications at no cost to the customer. Re-commissioning efforts will be limited to refrigerant charge, non-ductwork air flow system adjustments, and basic filters.
- Customers with working equipment that cannot be re-commissioned to operate above an EER rating of 8.0 will be eligible for program early replacement incentives.
- All participating Customers will receive a cost estimate for replacement of their system with a higher efficiency system. The Customer will be responsible for the cost of the replacement equipment. (Estimates for higher efficiency systems will include the applicable incentives.)
- The Customer may choose not to re-commission or replace their equipment.
- Six Compact Florescent Lights will be given to all Customers completing the initial CheckMe!® process regardless of their equipment choices.
- Where work is performed, a second CheckMe!® evaluation will be completed to verify the re-commissioning modifications or ensure the quality installation of new equipment.
- Incentives are provided to Customers through the CHP HVAC Contractors to help offset equipment costs and provide for quality installation practices.

E. PROGRAM ADMINISTRATION:

The CHP Program will be implemented by the Program Administrator. The Program Administrator will be responsible for market research, marketing, training, incentive processing, and status reporting associated with the Program. The Company will maintain oversight of the Program through monthly, quarterly, and yearly status reports and meetings with the Administrator.

The Program Administrator will identify and contact HVAC Contractors associated with national brand networks or industry associations to recruit CHP HVAC Contractors. Other HVAC Contractors wishing to become CHP HVAC Contractors may contact the Company directly for consideration. Prospective Contractors will be required to complete training courses and adhere to all Program Guidelines conducted and implemented by the Program Administrator.

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 ELECTRIC**

9.15 Cool Homes Program (Continued)

F. PROGRAM COST:

Program related services and incentives will be paid to the CHP HVAC Contractor by the Program Administrator who will then bill the Company on a per unit basis. Unit pricing is defined in agreements with the Program Vendor.. Incentive amounts of \$650 per unit for installation of replacement SEER 14.0 or SEER 15.0 rated systems and \$850 per unit for installation of SEER 16.0 or above rated systems will be paid to the CHP HVAC Contractor. The CHP HVAC contractor will pass the replacement equipment incentive to the Customer in the form of an itemized credit on the transaction documents. Similarly, if re-conditioning is feasible the cost will be paid by the Company through the Program Administrator to the CHP HVAC contractor.

The total expenditure for each year of the Program is estimated to be:

Program	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Total</u>
(MO)	\$325,407	\$1,295,605	\$1,345,606	\$1,295,607	\$1,295,608	\$972,210	\$ 6,517,979

Program expenditures are not to exceed a maximum of \$6,517,979 over the 5-year pilot program timeframe. Payments will be provided until budgeted funds are expended for the year. To the extent there are excess funds for a given year, the amount of excess shall be "rolled over" to be utilized for the Program in the succeeding year.

G. TERM OF PROGRAM:

The term of this Program Administrator will be five years from the effective date of CHP tariff sheets, pursuant to the terms defined in agreements with the Program Administrator. The Company reserves the right to modify or terminate this Program at any time, subject to Commission Approval.

H. EVALUATION:

Program evaluation will be conducted by a third party and will include random on-site inspections, engineering analysis, and process and impact analysis. Spot metering and run-time data will also be collected to verify the connected load and full load hour estimates in the engineering analysis along with pre-post billing analysis.

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RULES AND REGULATIONS
ELECTRIC

9.16 Home Energy Analyzer

A. PURPOSE:

This Program allows all residential customers with access to the Internet to retrieve their billing information, make comparisons of electric usage on a monthly or yearly basis, analyze electric usage on an end use basis, and research energy savings by end use through a searchable resource center. Customers can also compare their bills to analyze changes from one month to another. Residential customers can also compare their home to a similar home in terms of average energy usage using the Energy Guide label concept.

B. AVAILABILITY:

This Program is available to any Customer currently receiving service under any generally available residential rate schedule. Company may limit the number of participants.

C. PROGRAM BUDGET:

The total expenditure for each year of the Program is defined by the Company and will cover setup, maintenance and marketing costs.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$97,000	\$47,000	\$47,000	\$47,000	\$47,000	\$285,000

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10. ENERGY AUDIT PROGRAM

- 10.01 This section was removed
- 10.02 This section was removed

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10. ENERGY AUDIT PROGRAM

10.01 Residential Mail-In Audits

Company will offer self-directed, mail-in audits to its residential customers. The audit will focus on the age and construction of the home, appliances in use, occupancy patterns and lifestyle variables. Upon receipt of the audit form, Company will combine the survey results with customer billing data to generate an audit report. The report will provide an estimate of energy usage by appliance and end-use, as well as a list and description of energy efficiency measures that are relevant to the customer's home. The specific savings attributable to a mail-in audit will reflect the measures and efficiency activities undertaken by the customer. As a means of encouraging adoption of the recommended measures, Company will incorporate a number of elements into the program, including: providing telephone support for questions customers may have regarding their audit report, limiting recommendations to those readily available in the local market, developing recommendations using standard costs and savings, assisting participants in identifying relevant suppliers and providing the audit without charge.

10.02 Large Commercial and Industrial (Class A) Audits

- A. Company will offer comprehensive Class A audits to large commercial and industrial customers. The audits will focus on customer energy consumption and operations and provide recommendations for efficiency improvement. Qualified auditors and industry experts will conduct the audit. The audit will serve as a diagnostic tool, to assess and prioritize opportunities for efficiency improvement.
- B. Company will provide customers with a detailed report segmenting energy use into major end-use categories and, in some cases, major pieces of equipment (e.g., chillers, refrigeration compressors, etc.). This analysis will be used to identify the areas of greatest opportunity for improvement. A prioritized list of recommendations, identifying the most relevant options, explaining the savings, costs; benefits and overall value will be provided to each participant. Additionally, as part of Type A audits, Company will return to the customers' facilities to present the results and work with the customer to prioritize the opportunities. The specific savings due to an audit will reflect the measures and efficiency activities undertaken by the customer. Company will work with participants to encourage implementation of all cost-effective opportunities. As a means of encouraging participation, Company will incorporate a number of elements into the program, including: a detailed walk-through of the customer's facilities to visually assess current operations and identify improvements, use of state-of-the-art computer software analysis for timely results and the ability to identify the best set of options, use of specific vendor information pertaining to audit recommendations to assist participants in identifying suppliers and the ability to pay for their share of audit costs on their monthly bills.

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10.03 Small Commercial and Industrial (Class B) Audits

Company will offer observational, walk-through Class B audits to small commercial and industrial customers. The audits will focus on customer energy consumption and operations and provide recommendations for efficiency improvement. Qualified auditors and industry experts will conduct the audit. The audit will serve as a diagnostic tool, to work with customers and assess and prioritize opportunities for efficiency improvement. The walk-through audits will provide results to customers in the form of an audit report, which will include the observations of the energy systems within customer facilities and the resulting recommendations for improvements. Company will provide customers with a list of recommendations based on industry standards for costs and savings. Additionally, as part of Class B audits, customers may call on Company to help them prioritize the opportunities outlined in the report. The specific savings due to an audit will reflect the measures and efficiency activities undertaken by the customer. Company will work with participants to encourage implementation of all cost-effective opportunities. As a means of encouraging participation, Company will incorporate a number of elements into the program, including: a detailed walk-through of the customer's facilities to visually assess current operations and identify improvements, use of a standardized form for audit observations and identifying the best set of options, developing recommendations using standard costs and savings, assisting participants in identifying relevant suppliers and the ability to pay for their share of audit costs on their monthly bills.

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10.04 Home Performance with Energy Star®

- A. **PURPOSE:** The Home Performance with Energy Star® Program is intended to encourage residential Customers to identify deficiencies and implement improvements in energy efficiency in their homes. These improvements in energy efficiency should increase comfort while protecting the environment. This is achieved by conducting a comprehensive home assessment (Assessment) and implementing at least one of the recommended improvements.

The Company will partner with the Metropolitan Energy Center (MEC) to implement the Program.

This Program was developed pursuant to the Stipulation and Agreement approved by the Missouri Public Service Commission (PSC) in Case No. ER-2007-0004 and the Stipulation and Agreement approved by the PSC in Case No. EO-2007-0298.

B. **DEFINITIONS:**

1. **Assessment** – An evaluation of the energy use in a home that includes observation of lighting and appliances as well as performance testing of the ventilation and mechanical systems, building tightness, and insulation levels. This evaluation will include an estimate of the corresponding cost of appliances, materials, and labor to implement the recommended energy efficiency improvements.
2. **Consultant** – A third party certified to perform the Assessment and provide a scope of work to the Customer detailing the recommended improvements.
3. **Contractor** – A third party certified to perform the Assessment, provide a scope of work to the Customer detailing the recommended improvements, and perform the work necessary for the implementation of the specified improvements.
4. **Home Performance with Energy Star® Program** – A national program from the U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) offers a comprehensive, whole-house approach to improving energy efficiency and comfort at home, while helping to protect the environment. The Company is in a partnership with MEC to implement the national program locally under the sponsorship of the Missouri Department of Natural Resources Energy Center (MDNR).
5. **Improvements** – Energy efficiency changes to the home that eliminate air leaks, add insulation, seal ductwork, and replace or retrofit lighting, appliances, and heating and cooling systems. All improvements performed will be verified after completion.

- C. **AVAILABILITY:** This Program is available to any Customer receiving service under any generally available residential rate schedule offered by the Company. All Assessments must be requested by the owner of the home. Program rebates are limited to one rebate per Assessment. This Program will terminate five (5) years after the original effective date of these tariff sheets. The Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

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10.04 Home Performance with Energy Star® (Continued)

D. PROGRAM PROCESS:

1. The Company will promote the Program to residential Customers through mediums that may include press releases, direct mailings, bill messages, bill inserts, and web site materials.
2. Interested Customers will respond by email message, call a dedicated telephone number, contact a participating Contractor/Consultant, or contact the Company. All contacts will be directed to the MEC to facilitate and track the remaining interactions.
3. The MEC will make contact with the Customer to explain the Assessment process. Customers will be given the option of:
 - a. selecting a Contractor who will perform the Assessment and will be capable of installing the Improvements or
 - b. selecting a Consultant who will perform the Assessment only.
4. The cost to the Customer for the Assessment will typically range from \$300 to \$500.
5. The Contractor/Consultant will perform the Assessment and communicate the results to the Customer through a scope of work statement. The scope of work will include a list of recommended energy efficiency Improvements.
6. Customers who choose the Contractor will work with that Contractor to complete the Improvements.
7. Customers who choose the Consultant will select a Contractor from a list of participating Contractors that may be retained to complete the Improvements.
8. Following the implementation of the Improvements and at no additional cost to the Customer, the Contractor/Consultant will conduct a second Assessment to verify the work.
9. Customers that choose to implement at least one of the recommended Improvements may request a full rebate of the cost of the Assessment from the Company.
10. Qualifying Improvements exclude Improvements associated with existing Company Programs (i.e. Residential Lighting, etc.) or Improvements related to natural gas-only equipment.
11. Customers may request a rebate of a portion of their improvements cost as per Section 13 of these Rules.
12. Customers will be required to complete a rebate request, available from the Contractor/Consultant or the Company website, and submit a copy of the invoices associated with the Assessment and Improvement. Improvements must be installed by a certified Contractor to qualify for the rebate.

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10.04 Home Performance with Energy Star® (Continued)

- E. PROGRAM ADMINISTRATION: The Program will be administered by the MEC under the oversight of the MDNR, the state sponsor for Missouri. MEC will be responsible for managing the process and flow of the local Home Performance with Energy Star® Program. This will include Contractor/Consultant recruiting, training and certification, management of the lead generation process, comprehensive home assessment education for Customers, and quality assurance. All Contractor/Consultant incentives will be paid by MEC. MEC is responsible for all oversight of the Contractor/Consultants and will be responsible for resolving any reported Customer complaints. MDNR will coordinate agreements with its local partners, produce a multi-state marketing plan, facilitate peer exchange, monitor quality assurance, and report results to the DOE and EPA.
- F. PROGRAM COST: The total expenditure for each year of the Program as defined by the Company is estimated to be:

<u>Year</u>	<u>Expenditure</u>
2008	\$137,500
2009	\$137,500
2010	\$157,500
2011	\$137,500
2012	\$137,500
Total	\$707,500

These amounts will provide for incentive payments, marketing costs, evaluation cost, and Company administrative costs. Payments will be provided until the budgeted funds for the total Program are expended. To the extent there are excess funds for a given year, the amount of excess shall be “rolled over” to be utilized for the Program in the succeeding year.

- G. EVALUATION: The Company will provide an evaluation of the Program in 2010. The evaluation will include a billing analysis comparison between participating Customers and a control group.

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10.05 Energy Audit and Energy Savings Measures Program

- A. **PURPOSE:** Aquila's (The Company's) Energy Audit and Energy Saving Measures Program (Program) is designed to encourage more effective utilization of electric energy through energy efficiency improvements in the building shell, installation of efficient electrical equipment in new construction, or the replacement of inefficient electrical equipment with efficient electrical equipment. The Program provides rebates for an energy audit and subsequent improvements in the energy efficiency of the building space and/or equipment.

This Program was developed pursuant to the Stipulation and Agreement approved by the Missouri Public Service Commission (PSC) in Case No. ER-2007-0004 and the Stipulation and Agreement approved by the PSC in Case No. EO-2007-0298.

- B. **AVAILABILITY:** This Program is available to any of the Company's customers served under GS, SGS, LGS or LPS rate schedules. All rebates will be distributed by the Company. Customer applications will be evaluated and the rebates will be distributed on a first-come basis according to the date of the customer's application. This Program will terminate five (5) years after the original effective date of these tariff sheets. The Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

C. **TERMS:**

1. **Energy Audit:** This provides a rebate for an energy audit. To become a Participant in the Program and receive a rebate for an energy audit the customer must have an energy audit performed by a certified commercial energy auditor, implement at least one of the audit recommendations and submit an application form through the Company's website (www.aquila.com) or on paper. The recommendation implemented must qualify for the Energy Saving Measures below. The rebate amount will be as per Section 13 of these Rules. Entities with multiple facilities may apply to become Participants and receive multiple audit rebates subject to Program limitations.
2. **Energy Saving Measures:** This provides a rebate for installing qualifying higher energy efficiency equipment or systems, or replacing or retrofitting HVAC systems, motors, lighting, pumps or other qualifying equipment or systems with higher energy efficiency equipment or systems. Both new construction projects and retrofit projects are eligible to apply. To become a Participant in the Program customers must request a rebate for an energy saving measures project by submitting an application through the Company's website (www.aquila.com) or on paper. Rebates can be for either new construction or retrofit projects.

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10.05 Energy Audit and Energy Savings Measures Program (Continued)

- D. **REBATES:** The total amount of Program rebates that a Participant can receive during a Program year is limited based upon each facility rate schedule. Rebate applications for different energy saving measures at the same facility may be submitted. An entity with multiple facilities may participate for each facility by submitting an application for each facility. The maximum amount of each rebate will be calculated as the lesser of the buy down to a two-year payback or 50% of the incremental cost of the higher efficiency equipment, system, or energy saving measure. The rebate for the measure and/or audit will be issued upon completion of the project.

Maximum rebate amounts vary by rate schedule and between retrofit and new construction as per Section 13 of these Rules.

- E. **PROGRAM COST:** The total dollar amount of Energy Saving Measures rebates that will be issued during each Program year is limited based upon the rate schedule of each facility. Customers may participate by applying for more than one rebate during a Program year. After the Company reviews projects approved and/or paid during the first six months of a Program year, the Company may approve application for additional rebates if the Program funds are available.

	Annual Program Totals	
GS or SGS rates –	Retrofit Project: \$72,992	New Construction: \$91,241
LGS rates –	Retrofit Project: \$118,526	New Construction: \$148,157
LPS rates –	Retrofit Project: \$167,282	New Construction: \$209,103

These amounts will provide for incentive payments, marketing costs, evaluation cost, and Company administrative costs. Payments will be provided until the budgeted funds for the total Program are expended. To the extent there are excess funds for a given year, the amount of excess shall be “rolled over” to be utilized for the Program in the succeeding year.

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11. COMPLIANCE WITH RULES AND REGULATIONS

11.01 Failure to Comply

- A. No agent of Company has power to modify, waive, or to bind Company by making any promise or representation not contained in the approved Rules of Company.
- B. If the customer fails, neglects, or refuses to comply with these Rules, Company shall have the right to discontinue all its electric service to the customer and to remove its property from the customer's premises upon mailing notice to the address to which the monthly bills are sent.

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12. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED

<u>Section</u>	<u>Type of Charge</u>	<u>Amount of Charge</u>
2.04(G)	Security Deposits Standard New customer	Two (2) times highest billing One-sixth (1/6) of estimated annual billing
2.07(A)	Reconnect Charge Normal business hours Outside of normal business hours	\$30.00 \$50.00
2.07(B)	Connection Charge Outside of normal business hours	\$50.00
2.07(C)	Collection Charge	\$25.00
2.08(B)	Temporary Service, Up and down costs	Actual costs less salvage
2.09	Returned Check Charge	\$20.00
4.02(B)	Meter tampering	All associated costs
4.03(B)	Safety code violation	Company corrects violation and bills customer for all associated costs
4.08	Relocation of Company facilities	Contribution for any part of the estimated cost that cannot be supported by any additional revenue resulting from the relocation
4.09	Moving structure(s)	All associated costs
5.01(D)	Demand meter contact signals	Contribution-investment cost of providing such signals, plus related monthly operating costs
5.04	Billing adjustment	Varies by type and period to be adjusted depending upon revenue class
6.04(C)	Special meter reading Other than normal read date Outside of normal business hours	\$12.00 \$16.00

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12. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED (Continued)

<u>Section</u>	<u>Type of Charge</u>	<u>Amount of Charge</u>
6.09	Late Payment Charge	0.50% on unpaid bill
7.02(D)	Construction Charge	Varies by type and scope of project
7.06	Temporary meter set	Minimum \$100.00
7.11(B)	Excess service line length	\$2.52 per foot

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st
Canceling P.S.C. MO. No. 1 Revised Sheet No. R-68
Original Sheet No. R-68**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
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13. SUMMARY OF TYPES AND AMOUNT OF REIMBURSEMENTS ALLOWED

Energy Efficiency Program and Reimbursement

<u>Section</u>	<u>Program</u>	<u>Type</u>	<u>Amount</u>	<u>Limits</u>	<u>Effective</u>	<u>Term</u>
9.09(E)	Residential Lighting	CFL Rebate	\$2.00/bulb	6 per visit	3/12/08	5 yr
9.10(C)	Low Income New Home	Lighting	Up to \$100	per new home	3/12/08	5 yr
		Refrigerator	Up to \$200	per new home	3/12/08	5 yr
		Central Cooling	Up to \$800	per new home	3/12/08	5 yr
		Attic Insulation or Floor Insulation or Crawlspace Insulation	Up to \$400	per new home	3/12/08	5 yr
9.12(D)5	Energy Star® New Homes	HERS Inspection	Up to \$750	per new home	3/12/08	5 yr
9.12(D)6	Energy Star® New Homes	Energy Star® Requirement	Up to \$800	per new home	3/12/08	5 yr
9.13(D)	Bldg Operator Certification	Tuition	\$575	per level	3/12/08	5 yr
10.04(D)11	Home Performance With Energy Star®	Residential Audit	Up to \$600	Includes cost of assessment	4/30/08	5 yr
10.05(C)1	Commercial Energy Audit and Energy Savings Measures	<25,000 Sq Ft	Up to \$300	50% of audit	4/30/08	5 yr
		>=25,000 Sq Ft	Up to \$500	50% of audit		
10.05(D)	Commercial Energy Audit and Energy Savings Measures	GS, SGS Retrofit	Up to \$7,299	per facility per program year	4/30/08	5 yr
		GS, SGS New	Up to \$9,124	per facility per program year	4/30/08	5 yr
		LGS Retrofit	Up to \$11,853	per facility per program year	4/30/08	5 yr
		LGS New	Up to \$14,816	per facility per program year	4/30/08	5 yr
		LPS Retrofit	Up to \$41,821	per facility per program year	4/30/08	5 yr
		LPS New	Up to \$52,276	per facility per program year	4/30/08	5 yr

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Issued by: Gary Clemens, Regulatory Services

CANCELLED
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Service Commission

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1Original Sheet No. R-68

Canceling P.S.C. MO. No. _____

Sheet No. _____

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13. SUMMARY OF TYPES AND AMOUNT OF REIMBURSEMENTS ALLOWED

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9.09(E)	Residential Lighting	CFL Rebate	\$2.00/bulb	6/visit	3/3/08	5 yr
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		Central Cooling	Up to \$800	per new home	3/3/08	5 yr
		Attic Insulation or Floor Insulation or Crawlspace Insulation	Up to \$400	per new home	3/3/08	5 yr
9.12(D)5	New Homes	HERS Rated	Up to \$750	per new home	3/3/08	5 yr
9.12(D)6	New Homes	Energy Star®	Up to \$800	per new home	3/3/08	5 yr
9.13(D)	Bldg Operator Certification	Tuition	\$575	per level	3/3/08	5 yr

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April 30, 2008
Missouri Public
Service Commission

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