

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

<b>RULES AND REGULATIONS ELECTRIC</b>
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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

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1. DEFINITIONS

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

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1. DEFINITIONS (Continued)

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

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## 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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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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## 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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## 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 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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## 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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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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## 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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## 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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## 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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## 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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2.06 Cold Weather Rule

A. The following definitions shall apply in this Rule:

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

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

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

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



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## 2.06 Cold Weather Rule (Continued)

- (4) Make a personal contact on the premises with a registered elderly or handicapped customer or some member of the family above the age of fifteen (15) years at the time of the discontinuance of service.
  - (5) Ensure that all of the notices and contacts required in this Section shall describe the terms for provisions of service under this Rule, including the method of calculating the required payments, the availability of financial assistance from the Division of Family Services, and social service or charitable organizations that have notified Company that they provide assistance and the identity of those organizations.
- D. Weather Provisions. Discontinuance of electric service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where electricity is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited as follows:
- (1) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty degrees Fahrenheit (30°F).
  - (2) On any day when Company personnel will not be available to reconnect electric service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty degrees Fahrenheit (30°F).
  - (3) Nothing in this Section shall prohibit Company from establishing a higher temperature threshold below which it will not discontinue electric service.
- E. Discontinuance of Service. From November 1 through March 31, Company may not discontinue heat-related residential electric service due to nonpayment of a delinquent bill or account provided:
- (1) The customer contacts Company and states his/her inability to pay in full.
  - (2) The customer applies for financial assistance in paying his/her heat-related electric bill from any federal, state, local, or other heating payment fund program for which s/he may be eligible.
  - (3) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section (H) of this Rule.
  - (4) The customer complies with Company's requests for information regarding the customer's monthly or annual income.
  - (5) There is no other lawful reason for discontinuance of electric service.

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2.06 Cold Weather Rule (Continued)

- F. Deposit Provisions. Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this Rule to those customers who enter into a payment agreement and make timely payments in accordance with this Rule.
- G. Reconnection Provisions. If Company has discontinued heat-related electric service to a residential customer due to nonpayment of a delinquent account, Company, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided:
- (1) The customer contacts Company, requests Company to reconnect service, and states an inability to pay in full.
  - (2) The customer applies for financial assistance in paying his/her heat-related electric bill from any federal, state, local, or other heating payment fund program for which s/he may be eligible.
  - (3) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section (H) of this Rule.
  - (4) The customer complies with the request of Company for information regarding the customer's monthly or annual income.
  - (5) None of the amount owed is an amount due as a result of unauthorized interference, diversion, or use of Company's service, and the customer has not engaged in such activity since last receiving service.
  - (6) There is no other lawful reason for continued refusal to provide electric service.
- H. Payment Agreements. The payment agreement for service under this Rule shall comply with the following:
- (1) A pledge of an amount equal to any payment required by this Section by the agency which administers LIHEAP, Utilicare, or ECIP, or a combination of these, shall be deemed to be the payment required. Company shall confirm in writing the terms of any payment agreement under this Rule, unless the extension granted the customer does not exceed two (2) weeks.

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## 2.06 Cold Weather Rule (Continued)

## (2) Payment Calculations.

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

## (3) Initial Payments.

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

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**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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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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**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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## 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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### 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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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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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, X-ray machines, motors with excessive starting currents, and experimental electric devices will be served by Company if adequate protective devices approved in advance by Company are installed and maintained by the customer in accordance with Company's Rules. If the customer's installations of such equipment require Company to install separate transformers or other special equipment, the customer shall pay, in addition to the bill for electric energy at the appropriate rate tariff, an amount determined by Company and set out in the Special Service Contract.

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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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## 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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## 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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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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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.

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**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.

$$CA = \frac{SUM (EM1 + EM2 + EM3 + EM4 + EM5)}{SUM (FCC1 + FCC2 + FCC3 + FCC4 + FCC5)}$$

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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## 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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## 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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## 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 may be made without an additional charge or at a reduced rate.

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## 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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## 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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## 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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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.

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## 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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## 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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## 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.

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- (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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## 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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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

**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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## 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