

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of Southern)
Pioneer Electric Company for Approval to) Docket No. 25-SPEE-353-TAR
Make Certain Changes to its Rules and)
Regulations Tariff.)

DIRECT TESTIMONY OF

**BRIAN BEECHER
OPERATIONS AND ENGINEERING MANAGER OF SOUTHERN PIONEER
ELECTRIC COMPANY**

ON BEHALF OF

SOUTHERN PIONEER ELECTRIC COMPANY

March 14, 2025

1 **I. INTRODUCTION**

2 **Q. Please state your name and business address.**

3 A. My name is Brian Beecher. My business address for legal service is 1850 W. Oklahoma,
4 Ulysses Kansas 67880 and for mail receipt is PO Box 430, Ulysses Kansas 67880-0430.

5 **Q. What is your profession?**

6 A. I am the Operations and Engineering a manager in Medicine Lodge for Southern Pioneer
7 Electric Company (“Southern Pioneer”), with its corporate office in Ulysses, Kansas and
8 distribution-customer service offices located in both Liberal and Medicine Lodge, Kansas.

9 **Q. Please describe your responsibilities with Southern Pioneer.**

10 A. I manage the engineering, operations and construction projects in the Medicine Lodge area.
11 I also supervise the Medicine Lodge Office. I provide engineering support for all of the
12 Southern Pioneer and Pioneer Electric Cooperative, Inc. (“Pioneer”) as needed.

13 **Q. What is the purpose of your testimony in this proceeding?**

14 A. The purpose of my testimony is to provide support for Southern Pioneer’s Application in
15 this Docket requesting approval of changes to its Rules and Regulations tariff, specifically
16 to provide a summary of the revisions being requested and a “redline” version of the new
17 tariff showing the substantive changes being requested in this docket.

18 **Q. What is your educational background?**

19 A. I have a Bachelor of Science in Electrical Engineering from Kansas State University. I
20 have 33 years of industry specific experience.

21 **Q. What is your professional background?**

22 A. I am a Professional Engineer in the States of Kansas and Colorado. I have worked in
23 various roles for Aquila Inc. and Southern Pioneer since 1997. Prior to that, I worked for

1 Black and Veatch from 1992 to 1997 performing design work in various Power Systems,
2 Power Substation, and Power Plant projects. From 1990 to 1992 I worked for
3 Westinghouse/ABB as a Power Transformer designer.

4 **Q. Have you previously presented testimony before the KCC?**

5 A. Yes. I submitted testimony on behalf of Southern Pioneer in Docket No. 18-KPPE-343- 9
6 COC and Docket No. 24-SPEE-415-RTS.

7 **Q. Are you sponsoring any Exhibits to your Direct Testimony?**

8 A. Yes. **Exhibit A** attached to my testimony is a summary of the revisions to the Rules and
9 Regulations requested in this docket. **Exhibit B** attached to my testimony is a “redline”
10 version of the new tariff showing the substantive changes being requested in this docket.

11 **Q. What is your understanding of why Southern Pioneer is proposing changes to its**
12 **Rules and Regulations?**

13 A. Southern Pioneer is proposing changes to its Rules and Regulations because Southern
14 Pioneer has only made limited revisions to its Rules and Regulations since they were
15 initially adopted in 2007 after the approval of the Aquilla acquisition, discussed in more
16 detail in Mr. Scott’s testimony. In the interim, industry and corporate changes have
17 occurred that warrant revisions of the Rules and Regulations, which govern Southern
18 Pioneer’s interactions and relationship with its customers.

19 **Q: Please describe Exhibit A to your testimony?**

20 A: Exhibit A is a table that summarizes the substantive revisions to the Rules and
21 Regulations that are being requested by Southern Pioneer in this docket. Each entry in
22 the table describes the page or pages in the Rules and Regulations tariff where the
23 requested revisions appear, a brief description of the substantive subject matter of the

1 requested revision, and then further explanation of each such change and reasons
2 Southern Pioneer is requesting each change be made.

3 **Q: Are all of the revisions being requested summarized or discussed in Exhibit A?**

4 A: Not necessarily. The revisions discussed on Exhibit A are primarily the most
5 substantive and substantial revisions that are being requested, and the reasons for these
6 revisions. There are some smaller changes, including some stylistic and language
7 changes that are not summarized on Exhibit A. The summary on Exhibit A is intended
8 to encompass and summarize the most substantive changes that are likely of interest in
9 this docket, and are more likely to be notable revisions to Southern Pioneer customers
10 and to other participants in this docket.

11 **Q: Can you identify and describe Exhibit B attached to your testimony?**

12 A: Exhibit B is a redline document, which is intended to show through redline editing the
13 revisions requested in this docket in the new Rules and Regulations tariff as compared
14 against Southern Pioneer's most-recently approved Rules and Regulations tariff.
15 Exhibit B is being provided to comprehensively show all of the revisions being
16 requested in this docket by Southern Pioneer.

17 **Q. Does this conclude your testimony?**

18 A. Yes, it does.

VERIFICATION

STATE OF KANSAS)
) ss:
COUNTY OF BARBER)

The undersigned, Brian Beecher, upon oath first duly sworn, states that he is Operations and Engineering Manager of Southern Pioneer Electric Company, that he has reviewed the foregoing document titled "Direct Testimony" before the State Corporation Commission of the State of Kansas, that he is familiar with the contents thereof, and that the statements contained therein are true and correct to the best of his knowledge and belief.

Brian Beecher

Brian Beecher

Subscribed and sworn to before me this 3rd day of March, 2025.

Michelle Eck

Notary Public

My appointment expires: 11/30/2028



Exhibit A – Testimony of Brian Beecher, KCC Docket No. 25-SPEE-353-TAR

Location of Revision	Description of Revision	Explanation
R1-1	Paragraph added to Section I providing that all undefined terms have their ordinary meaning	Miscellaneous addition
R1-1	Revising ¶ C.2 to state that Company “‘may have’ the ability in ‘some circumstances’” to disconnect AMI metered customers remotely	Revision to reflect current state of technology and changes since 2007
R1-2	Removal of definitions related to “Rural Customers” in ¶ 1.E and F	Purpose is to align with Pioneer Rules and Regulations, which do not differentiate between Rural and urban or non-rural customers
R1-2	Addition of new ¶ E to identify and define the Electric Service Agreement	Aligns with Pioneer Rules and Regulations for identification and definition of the Agreement
R1 attachment	Removal of language regarding “knock and collect” docket, 15 GIMX 344 GIV	Southern Pioneer intends to alter its practices related to its contacts with customers in effort to collect delinquent invoices, and when necessary, disconnect customers who have failed to pay their bills. The revisions to the “knock and collect” practices are discussed in connection with other substantive revisions discussed later, but they are intended to align Southern Pioneer with Pioneer’s Rules and Regulations and practices in this area, and also to modernize Southern Pioneer’s practices to be consistent with current modalities

Exhibit A – Testimony of Brian Beecher, KCC Docket No. 25-SPEE-353-TAR

		and practices in the industry, and with what Southern Pioneer believes are reasonable customer expectations for these practices.
R2-1	Added language in ¶ II.A regarding Standard Agreement for Electrical Service Form	As indicated above, this Agreement is being added to align practices with Pioneer.
R2-1	Removed language regarding Customer connection charges in ¶ II.A.1	Customer connection charges are being eliminated largely to align with Pioneer Rules and Regulations
R2-2	¶ II.B. addition of language providing additional detail regarding installation of equipment, including meter pole, overhead line and metering equipment; preferred location of same to minimize invasiveness of service related to such equipment	Change is largely to enable practices that are more consistent with current industry standards and customer expectations, and to minimize invasiveness of Southern Pioneer's access to its equipment.
R2-2	New ¶ II.C regarding changes in meter installation and responsibility for cost of such work	Change is largely to enable practices that are more consistent with current industry standards and customer expectations, and to expressly state which party is responsible for costs of certain work to change meter installation.
R2-2,3	Removal of Residential Underground Distribution Services Agreement	Provision aligns with Pioneer Rules and Regulations

Exhibit A – Testimony of Brian Beecher, KCC Docket No. 25-SPEE-353-TAR

R2-7	¶ II.F.1 – remove language stating that “The customer may make arrangements to pay a portion of the excess cost of the underground system by performing certain work.”	Southern Pioneer believes this change is warranted because it is more consistent with current industry practices; Southern Pioneer has eliminated this language because it cannot reasonably maintain quality control over customer-performed work
R3-1	¶ III.A. regarding security deposits	Extending time for new customers to provide valid ID from 30 to 60 days, and allowing the Company to establish ACH payment in lieu of deposit for new customers, both to align with Pioneer Rules and Regulations
R3-1, 2	¶ III.A(1)(d), (e) regarding Company’s ability to require security deposit	Allows Company to require a security deposit from any non-residential customer, or from customer that has previously filed for Bankruptcy protection; these changes are consistent with current industry practices and aligns with Pioneer’s Rules and Regulations
R3-4	¶ III.D. Revisions regarding designation of residential/non-residential customers	The revision changes from designating customers as residential/non-residential, and instead utilizes the designation of single phase as established in Docket 24-SPEE-415-TAR
R3-4	¶ III.F. Revisions adding procedures for electronic payments, and automated billing system for tracking deposits	Revision reflects current industry standards and practices and necessarily updates Southern Pioneer’s practices to meet available and current technology

Exhibit A – Testimony of Brian Beecher, KCC Docket No. 25-SPEE-353-TAR

R3-5	¶ III.G Revisions regarding handling of deposits on termination of service	Revisions made to incorporate new single and three-phase classifications and to update language consistent with current industry practices
R3-6	¶ III.B regarding application of franchise tax or similar tax provision moved to R4-B	No substantive change, moved to a more appropriate place in the document
R4-1	¶ IV.A. – Miscellaneous language revisions, addition of Property Tax Surcharge in IV.A.8.	Property Tax Surcharge is consistent with current industry practices
R4-2	¶ IV.A.13.a. – Removed language regarding specific adjustments to bills	Paragraph will simply state that Bills will show any adjustment to previous billings, removing redundant and superfluous language listing numerous possible categories of adjustments
R4-3	¶ IV.B. – Moving provision on “Application of Franchise Tax or Similar Tax Provision” to R4	Change of location of provisions to align with Pioneer Rules and Regulations
R4-4, 5, 6	¶ IV.C. – Moving “Estimated Meter Reading” Provision to R4	Change of location of provisions to align with Pioneer Rules and Regulations
R4-7	¶ IV.E. – Revisions to remove references to residential/non-residential customers	Aligns with new rate classifications – single and three phase as opposed to residential and non-residential, and treats all customers the same

Exhibit A – Testimony of Brian Beecher, KCC Docket No. 25-SPEE-353-TAR

R4-8	¶ IV.E.6.a.,b. – Changes regarding disconnection charges when employee required to make trip to customer property to disconnect	Needed to clarify when a disconnection charge would be allowed, and to include possible disconnection charges for AMI metered customers when trip is needed because three-phase AMI meters do not include remote disconnect and require on-site disconnection; language generally aligns with Pioneer Rules and Regulations as well
R4-9	¶ VI.F.2. – Removed reference to “Good Faith Test” on Cold Weather Rule	Clarification to be consistent with current Kansas Law and practices; also aligns with Pioneer Rules and Regulations
R4-15	Formerly ¶ IV.E. removing entire paragraph regarding Research and Development Surcharge	Company is requesting to remove Research and Development Surcharge, as it is likely obsolete and unnecessary
R4-16–18	¶ IV.G (formerly IV.F) – Revising Payment Plan language and provisions	New provisions align with all practices and procedures of Pioneer, and are more consistent with current practices and expectations; provides substantially more detail necessary to establish rules regarding payment plans; also added offering of both even and variable payment plans
R4-18, 19	Changes to Payment Methods for Utility Bills	Change to only allow payment by credit card by residential customers and customers receiving single-phase service, which is necessitated by substantial merchant fees incurred in large commercial customer credit card payments; also revised some language necessary to align with Pioneer Rules and Regulations

Exhibit A – Testimony of Brian Beecher, KCC Docket No. 25-SPEE-353-TAR

R5-4-7	¶ V.C. Changes to practices for disconnection notices	Southern Pioneer is changing the written practices for disconnection notice to align with practices of Pioneer, to align with current standards and practices in the industry, and to simply the rules and requirements: contact will be made by phone or other preferred method of contact 2 days before disconnection; revisions remove any specific script or required information to be included in final notice, removed 5-7 day and additional 1-day notice provision in order to include one single 2-day final notice period; these revisions represent a change from what was required of Southern Pioneer in the “Knock and Collect” docket (Docket No. 15-TIMX-344-GIV) but are necessary to modernize and streamline the process of communication in this area
R6-2	¶ VI.C. Urban Rules	Company is removing Urban/Rural designations and applying same rules to all customers
R6-3-6	¶ VI.D.1 Motors and Equipment	Revision simplifies regulation of equipment to be used by incorporating current IEEE Standards for Power Quality, as opposed to having specific voltage requirements for different phase equipment; simplifies regulation and eliminates the need for approval of changes if IEEE revises its standard; also aligns with Pioneer

Exhibit A – Testimony of Brian Beecher, KCC Docket No. 25-SPEE-353-TAR

R6-6, 7	¶ VI.E – Removal of Thermal Requirements for Residential and Commercial Electric Service	Aligns with Pioneer Rules and Regulations
R6-8	¶ VI.J., K., L – Additional Provisions regarding Access to Customer Premises, Customer’s Installation, and Protection of Customer’s Equipment	Aligns with Pioneer Rules and Regulations, and is consistent with current industry practices
R7-2	¶ VII.H. Information Regarding Location and Character of Service	Consistent with current industry practices, revision states that Company reserves the right for security and privacy purposes not to divulge system information to any party
R7-3	¶ VII.K – Schedule of Fees Section	Changes to fees schedule for various charges; new schedule of fees aligns with Pioneer Rules and Regulations and fee schedule, and is consistent with current charges in the market
R8-1, 2	¶ VIII.A,B,C, E – Line Extension Policy	Added more complete line extension policy language aligning with same language in Pioneer Rules and Regulations and to represent current industry practices
R8-2–4	Extension of Rural Distribution Lines	Revision removes distinction between Rural and Urban customers

Exhibit A – Testimony of Brian Beecher, KCC Docket No. 25-SPEE-353-TAR

R8-4	¶ VIII.F – Unusual Extension	Revised language from “doubtful” to “unusual” extensions, and similarly revised some language within the provision
R8-5	Extension of Distribution Lines for Irrigation	Provision was moved to general line extension policy and revised to align with Pioneer Rules and Regulations
R9-1	¶ X. Metering	Revised metering rules to align with Pioneer Rules and Regulations and current industry practices; removed inside metering applications, included point of delivery and Separate Metering language from Pioneer Rules and Regulations; moved estimated metering to R4, modified language regarding accuracy tests and master metering to align with Pioneer
R10	Parallel Generation	Southern Pioneer intends to introduce a new separate parallel generation tariff; former Rules and Regulations regarding parallel generation will be modernized and addressed in new tariff; language and related documents, including the Interconnection Application and Interconnection Agreement will be removed from Rules and Regulations and housed separately either with the new Parallel Generation tariff or on other locations such as the Company website

EXHIBIT B

Form RF

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THE STATE CORPORATION COMMISSION OF
KANSAS

SOUTHERN PIONEER ELECTRIC COMPANY
(Name of Issuing Utility)

Schedule

447 Spin Down/ Name Change

Replacing Schedule

Initial~~Original~~

Sheet

SERVICE AREA

(Territory to which schedule is applicable)

Which was filed

November 21, 2013~~Initial~~

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

ADOPTION NOTICE

Effective November 21, 2013, the Commission transferred Mid-Kansas Electric Company, LLC ("Mid-Kansas") Certificates of Convenience and franchises to Southern Pioneer Electric Company ("Southern Pioneer") to the certificated territory as set forth in the Southern Pioneer Electric Company Certificate and Order issued by the Commission on November 21, 2013.

Pursuant to the Commission order of November 21, 2013, Southern Pioneer adopts all applicable Mid-Kansas retail rates, rules, and tariffs with respect to the local distribution and retail electric utility services necessary to operations within the certificated territory transferred to Southern Pioneer.

Issued November 21 2013
Month Day Year

Effective November 21 2013
Month Day Year

By 
Stephen J. Epperson Lindsay A. Campbell
President and CEO

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. _____

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: _____

SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule _Sheet

Which was filed

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RULES AND REGULATIONS

Copies of the official tariff sheets are available at offices providing service under the tariffs, [on the Company website at www.southernpioneer.net](#), and at the governing state or national commission offices. The information available here attempts to be materially the same, but should there be any discrepancies, in all cases the official tariffs on file with the governing commission will hold over these documents.

Issued November 21 2013
Month Day Year

Effective November 21 2013
Month Day Year

By 
Stephen J. Epperson Lindsay A. Campbell
President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R IndexReplacing Schedule R&R Index

SERVICE AREA

(Territory to which schedule is applicable)

Which was filed October 1, 2017 ~~December 20, 2016~~

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By Lindsay A. Campbell President & CEO

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SOUTHERN PIONEER ELECTRIC COMPANY

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Month Day Year

By Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

Schedule: R&R Index

(Name of Issuing Utility)

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SOUTHERN PIONEER ELECTRIC COMPANY

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THE STATE CORPORATION COMMISSION OF KANSAS

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SOUTHERN PIONEER ELECTRIC COMPANY

Schedule: R&R Index

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SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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Sheet 1 of 2 Sheets

SECTION 1: ~~1~~ DEFINITION OF TERMS

In addition to the usual meaning, all words or terms in these Rules and Regulations, in Rate Schedules and Electric Service Agreements are intended to have the meanings regularly ascribed to them by the electric industry. The following terms, unless otherwise indicated therein, shall have the specific meanings given below:

A. ADVANCED METERING INFRASTRUCTURE

The term "Advanced Metering Infrastructure" or "AMI" is herein used to designate electronic/digital hardware and software, which combine interval data measurement with continuously available remote communications capable of being read, and for some, connected, ~~read~~ and disconnected without requiring a Company-representative be on the Customer's premise.

B. COMPANY

The term "Company" is herein used to designate SOUTHERN PIONEER ELECTRIC COMPANY which furnishes electric service under these Rules and Regulations.

C. CUSTOMER

The term "Customer" is herein used to designate a person, partnership, association, firm, public or private corporation or governmental agency applying for or using electric service supplied by Company.

1) Non-AMI Metered Customers

A non-AMI metered customer is any whose electric usage is measured using analog or digital metering equipment and the Company does not have the ability to remotely connect or disconnect service and requiring a Company-representative on the Customer's premise.

2) AMI Metered Customers

An AMI metered customer is any whose electric usage is measured using state-of-the-art electronic/digital metering equipment and the Company has may have the ability, in some circumstances through remote communications to connect or disconnect service without requiring a Company-representative be on the Customer's premise.

D. COMMISSION

The term "Commission" is herein used to designate the State Corporation Commission or any successor of such Commission having jurisdiction of the subject matter hereof.

Issued October 1 2017
Month Day Year

Effective October 1 2017
Month Day Year

By Lindsay A Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R DefinitionsReplacing Schedule R&R DefinitionsWhich was filed October 1, 2017 ~~November 21, 2013~~SERVICE AREA

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

~~E. RURAL CUSTOMER DEFINED~~

~~For the purpose of these rules, a rural customer is defined as a purchaser of electric service (except customers of a class for which the Company has a suitable urban rate filed with the State Corporation Commission) who uses the service in the conduct of one enterprise, occupation, or institution, located outside the limits of any city or community with similar characteristics, at such distance that it cannot be adequately served from the secondary lines of the local distribution system. In determining the number of farm customers on each rural line system or rural circuit, each farm shall be considered as a unit including all buildings located thereon.~~

~~F. RURAL EXTENSION DEFINED~~

~~Rural extensions as herein used shall include the transformer substation and equipment, if any is required at the point of connection with the source of energy supply; poles, crossarms, insulators, wires, guys, and other accessory material constituting the pole line proper; the customer's transformer installation including the lightning arresters, cutouts, and accessory equipment necessary; and the secondary circuit wires and supports up to point of delivery. Unless otherwise specified, the point of delivery shall be the last secondary support designated as the service pole, at which point customer shall be metered.~~

E. ELECTRIC SERVICE AGREEMENT

The application, agreement, or contract, pursuant to which the Company supplies electric service to the Customer.

Issued October 1 2017
Month Day Year

Effective October 1 2017
Month Day Year

By Lindsay A Campbell President & CEO

Important Information for Advanced Metering Infrastructure Customers

Effective October 1, 2017, Southern Pioneer Electric Company ("Southern Pioneer") is participating in a three-year Pilot Program, approved by the Kansas Corporation Commission ("Commission" or "KCC") in Docket No. 15-GIMX-344-GIV, as a temporary waiver of certain Commission-required "knock and collect" requirements. The Pilot Program is applicable only to those electric customers with Advanced Metering Infrastructure (AMI) meters installed, also known as digital meters, which allow the utility company the capability to connect and disconnect service remotely without physically dispatching service personnel to the customer's location.

During Non-Cold Weather Rule months (April 1 to October 31), Southern Pioneer will continue our current practice of attempting to notify you of a potential disconnection by written notice 10 days prior to the disconnection date, as well as by a phone call using the number listed on your account 2 days prior to the disconnection date.

Under the pilot program, we will also attempt to notify you using your preferred telephone number on two additional occasions. The first of these new attempts will occur 5 days prior to the disconnection date. The second of these new attempts will occur 1 day prior to the disconnection date. Unless Southern Pioneer receives payment, service will be disconnected regardless of whether actual contact is made.

During Cold Weather Months (November 1 to March 31), Southern Pioneer will attempt to notify you of a potential disconnection using the same method described above with the following exception. The day prior to the disconnection date, Southern Pioneer will make at least one telephone attempt using your phone number on record. If Southern Pioneer cannot reach you during this attempt, Southern Pioneer will leave a disconnection message on your door. If Southern Pioneer is able to reach you by phone 1 day prior to disconnection, Southern Pioneer will not place a disconnection message on your door. This pilot program does not alter any other provisions of the Cold Weather Rule, such as minimum temperature forecasts permitting disconnection.

During the 3-year Pilot Program, the Utility has agreed to reduce the fees associated with disconnection and reconnection for pilot participants, and submit a semi-annual compliance report to the Commission.

Fee Structure:

AMI Disconnection Fee: _____ \$5.00

AMI Reconnection Fee: _____ \$0.00

By participating in the 3-year Pilot Program, the waiver of the on-site knock and collect requirements for personal contact with a customer on the premises before disconnection, allows the utilities to take full advantage of its installed AMI technology, measure impact on affected electric customers, and ultimately reduce operating costs to provide service and the fees charged to and paid by customers. If you have questions regarding the 3-year Pilot Program, please contact Southern Pioneer's Customer Services offices at the following locations or Toll Free at (800) 670-4381:

1490 General Welch Blvd _____ 3997
NE Well Rd PO Box 1177 _____ PO
Box 347

Liberal, KS 67905 _____ Medicine Lodge, KS 67104-9347
(620) 624-7433 _____ (620) 886-5100

If you need help paying your electric bill, or to see if you qualify for pay arrangements, please visit www.southernpioneer.net or call 1-800-670-4381.

If you are having trouble with your household utility bills, dial 211 for United Way or visit www.211Kansas.org. They can help find programs in your area that may assist in bridging the financial gap.

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R Arrangements

SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule ORIGINALWhich was filed October 1, 2017 INITIAL

No supplement or separate understanding
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Sheet 1 of 9 Sheets

II. ARRANGEMENTS FOR SERVICE AND AGREEMENTSA. APPLICATION FOR SERVICE

Application for electric service shall be made in writing by customer to Company on the Company Standard Agreement for Electric Service Form, although the Customer may, at the discretion of the Company, be connected based on an oral or electronic request. This Application becomes an Electric Service Agreement or contract when accepted in writing by the Company, or upon establishment of service. The Company may require a separate Electric Service Agreement for each class of service at the same or at each separate location. and

The Company shall as promptly as practicable supply the customer with service in accordance with rates, rules, terms, regulations, and conditions as filed with, and approved by, the Commission.

~~1) — Customer Connection Charges: A non-refundable connect charge of eight (8) dollars for domestic and commercial Customers will be required unless otherwise specified in the rate schedule. After normal business hours the non-refundable connect charge shall be sixteen (16) dollars for domestic and commercial Customers as filed in the Schedule of Service Fees (Index No. R7, K.1.) Customers must be informed of after hours charges.~~

12) Inspection of Installation

All wiring ~~shall~~ should conform to the requirements of the National Electrical Code and any applicable codes. The 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 Company has final discretion on service installation. The customer shall not materially increase his load without first notifying the Company and obtaining its consent.

23) Information Regarding Rates

The Company's rates, rules and regulations are on file at the various offices of the Company for the information of any party interested therein. The rates are also available on the Company website. Upon request, the Company's agent in charge shall assist any interested party to procure information with reference thereto as may be desired. Where the Company's rate schedules provide optional rates for the same character of service, customer shall select the rate schedule under which ~~he they~~ elects to be billed.

Issued October 1 2017
Month Day Year

Effective October 1 2017
Month Day Year

By Lindsay A Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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A new customer will be given reasonable opportunity (normally three months) to determine their his service requirements before definitely selecting the most favorable rate therefore, and a customer having selected a rate adapted to his their service may not change to another rate within a twelve (12) months period unless there is a substantial change in the character or conditions of his their service. The Company will assist any customer or prospective customer to apply the Company's rate schedule, rules or regulations, and where optional schedules are available will advise such customer or prospective customer upon request as to the schedule appearing upon information then available to be most advantageous for the character of service to be taken.

B. INSTALLATION OF NEW SERVICE

The Company will install at no cost to the electric customer such single phasesingle-phase overhead service lines as required, up to 150 feet, to connect the customer's premises to the distribution system.

Company will designate the point to which its service wires will be brought to the exterior of the building or meter pole for attachment to customer's service entrance wires located in accordance with Section VIII, Index Number R8, Line Extension Policy, herein. It shall be the customer's responsibility to provide sufficient structural strength at the point of location of the service on the building to adequately support the service. Do to For the ease of disconnection, limited access to back yards, and other situations that arise the Company recommends a meter pole at an agreed upon location at the edge of the customer's property when appropriate. The Company shall determine the location of the meter if there is not an agreement.

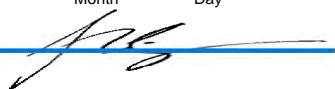
For both single and multiphase customers, .7 Theand overhead service wires will be brought to the the Customer's entrance wires on the meter pole. The pole and the meter equipment thereon shall be furnished by the company. All service entrance wires and appurtenances thereto beyond this point shall be supplied and maintained by the Customer. For mMultiphase customers a service disconnect is required. Single phase 200 amp meter loopsbases 240 volts and less will contain an integral main breaker.

Single and Multiphase which require above 200 amps of service will be instrument metered by the Company. Customer shall supply enough wire to connect to transformer lugs as applicable as well as a main disconnect. Customer must also supply the supply line riser on the pole or building, and customer will agree and will designate the point to which it's service wires will be brought on the exterior of the building for attachment to Customer's service entrance wires. It shall be the customer's responsibility to provide sufficient structural strength at the point of location of the service on the building to adequately support the service and Company shall have final say on attachment point. Metering equipment attached to the building shall be furnished by the Company and installed by customer. All service wires and appurtenances thereto beyond this point shall be supplied and maintained by the Customer. If other solutions, such as a 320 amp meter base, need to be considered, Company will have the ability to use at its discretion.

Issued November 21 2013
Month Day Year

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By _



Stephen J. Epperson

President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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Sheet 32 of 9 SheetsC. CHANGES IN METER INSTALLATIONS.

Company will, at its expense, make all changes in Company's installed meter loops, meter receptacles, and meters on Customer's premises that are required to meet the Customer's increased demand for electric service. If ~~upgraded~~an upgraded meter loop is on the building structure, the Customer will be required to and provide a suitable place of attachment as well as the labor to install new metering equipment. When certain work is required to be done by a licensed electrician the cost of such licensed electrician shall be paid by Customer. as well as a licensed electrician where required by local code to do appropriate work. the

Changes requested by the Company that involve the replacement or relocation of Company's service wires, metering equipment, yard poles, etc., and in the Customer's entrance wires, entrance switches, etc., shall be provided at the Company's expense.

Changes requested by the Customer that involves the replacement or relocation of Company's service wires, metering equipment, yard poles, guys and anchors, etc., shall be provided at the Customer's expense.

DC. ORAL AGREEMENTS

Agents of the Company are not authorized to bind the Company except in writing duly executed, with the exception of:

1) Oral Connect/Disconnect Requests

a. Keeping track of and accurately servicing oral requests for connection or disconnection of service is a responsibility of both the customer and the Company.

b. The Company employee shall give the caller their name and a designated confirmation number when said customer applies for service or requests disconnection over the phone.

c. A record of these requests will be kept within the Company billing system for 3 years. se calls will be kept by the Company for at least four (4) months.

D. SERVICE AGREEMENTS1) Residential Underground Distribution

Issued November 21 2013
Month Day Year

Effective November 21 2013
Month Day Year

By

Stephen J. Epperson

President & CEO

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. R2

SOUTHERN PIONEER ELECTRIC COMPANY
(Name of Issuing Utility)

Schedule: R&R Arrangements

SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule ORIGINAL
Which was filed INITIAL

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Sheet 3 of 9 Sheets

~~THIS AGREEMENT, made this _____ day of _____, 20____, between SOUTHERN
PIONEER ELECTRIC COMPANY, hereinafter referred to as "Company" and
_____,
Hereinafter referred to as "Customer."~~

~~WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements set forth,
contract as follows:~~

~~Company shall supply, and Customer agrees to receive from Company, all of the electric power and
energy requirements delivered through an Underground Distribution System upon the terms and conditions set
forth in the Company's applicable filed tariffs and in the Company's Rules and Regulations, all as now on file with
the State Corporation Commission of Kansas, or as reissued and made effective from time to time as provided by
law.~~

~~Company agrees:~~

~~(a) To install and maintain such extensions to its existing electric distribution facilities as in its
judgment are necessary and appropriate to supply the planned development with its electric
energy requirements.~~

~~(b) The Company will furnish and install all transformers, meters, secondary pedestals, and any
and all related equipment necessary to provide a complete and working Underground Distribution
System.~~

~~(c) The Company will accept deposits prior to development and make refunds as provided for in
our Rules and Regulations now on file with the Kansas Corporation Commission.~~

~~Customer agrees:~~

~~(a) To provisions of the Residential Underground Distribution Policy as currently on file with the
State Corporation Commission of Kansas. Copies attached hereto are a part of this Agreement.~~

~~(b) If applicable, pay a non-refundable contribution in the amount of \$ _____
Southern Pioneer Electric Company.~~

~~By _____
Customer~~

~~Witness _____ Witness _____~~

Issued November 21 2013
Month Day Year

Effective November 21 2013
Month Day Year

By 
Stephen J. Epperson President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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E. RESIDENTIAL UNDERGROUND DISTRIBUTION POLICY

- As a regular procedure, Company will install underground residential electric distribution and service systems in new subdivisions (or developments) in the absence of existing overhead supply lines under the following general situations and subject to the definitions and conditions as herein stated: When required by ordinance or when the developer requests that the supply of electricity throughout the subdivision (or development) be provided by underground facilities.
- Where the installation of an underground system can proceed without interference or damage from other construction work (such as sewer, water, paving, sidewalks, curb and gutter) and other underground trenching.
- Where the installation of an underground system is deemed by the Company to conform to its standards and policies and sound engineering and operational practices.

This policy and all agreements related thereto are subject to the condition that the Company may, at its option, elect to install a front lot system or a rear lot system or any combination thereof.


1) The developer (builder or owner) shall provide the following:

- a. Proper covenants in the plat of the development and in the deeds to the various lots so that there will be no question concerning easements or the fact that the development is dedicated to underground service. That, the owner of each lot will be responsible for the protection of the underground facilities and will prevent the alteration of grade or any construction activity which will interfere with said electric service.
- b. Proper easements for use by the Company.
- c. A plat of proposed development, showing all easements and all pertinent data as to streets, finished grades, alleys, etc.
- d. The developer shall contract with the Company for the necessary services, as well as the complete underground electric distribution system, and make an initial deposit with aid in construction amount for the Company sufficient to protect its investment in the system prior to the commencement of any work. The Company may require the developer, builder, or owner to provide the trench for the service from the meter to the first point of connection.

Issued November 21 2013
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President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

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2) Application of Deposits

- a. The deposit shall be in the amount per residential lot determined by dividing the Company's total investment by the number of lots to be served.
- b. If the project under development is designed to provide for lots larger than 15,000 square feet in area or, with front and rear lines in excess of an average of 100 feet, the development shall be considered an estate type and will be subject to a nonrefundable contribution in aid of construction based on a cost difference between underground and overhead.
- c. Upon request by the developer, the Company will within 120 days following the installation of service on a lot under contract, make a refund of the advance deposit to the developer, with whom a contract has been signed.
- d. Any amount of deposit not refunded after five (5) years to the developer will become the property of the Company.
- e. At such time as service is connected for the ~~home owner~~homeowner the appropriate rate schedule will be applied.

3) Underground Service Cable to Homes

- a. Upon application from a new ~~home owner~~homeowner, the Company will install up to ~~150~~50 feet of underground service cable between the feeder line and the ~~building wall~~meter pedestal (either from underground distribution or from an overhead pole) without charge, provided:
- i. The service entrance, including metering equipment, is adequate for at least 200 amperes, and located on ~~building wall~~pole at edge of property or meter pedestal.
- ii. The customer provides protection for the service wherever needed by installing the necessary protective conduit as per Company standards. If service is supplied from an overhead system, the customer provides a protective riser on the service pole and digs and backfills the ditch. ~~At e~~Company's discretion or customers request, C~~ompany may provide the riser, trenching, and backfilling at the~~customers~~customer's expense.~~
- iii. If the customer is served from an underground system, the digging and backfill will be provided without additional cost to the customer, however an additional charge may apply for any digging performed by the Company due to ~~soil~~environmental conditions including the presence of rock or other environmental issues which prevent the use of normal trenching and backfilling practices.

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b. If a customer does not wish to meet the above conditions, service will be supplied overhead; or a meter receptacle will be provided by the Company on its nearest pole on which secondary service is available to enable the customer to install his their own underground service; which must conform with Company standards.

4) Existing Homes

Existing homes will be provided with underground service cable under the same conditions as for new homes if:

a. Present overhead service is not adequate or in the judgment of the Company the service needs to be replaced.

b. Alterations in the home require changes in the service and customer is willing to compensate the Company for abandoning the useful overhead service line, and pays a charge of \$30.00 of equal cost as to compensate for abandoning the useful overhead service line.

5) Underground Single-Phase Primary Facilities in Rural Areas

Single-phase primary facilities will be installed underground by the Company on the Customer's property in rural areas under the following conditions:

a. The Customer needs a new service or present service is not adequate in the opinion of the Company.

b. The Customer pays the difference between overhead and underground facilities.

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The Customer, at his option, may specify any part of the line, beginning at the Company's overhead distribution line, be constructed overhead. The cost of underground will be computed beginning at the base of the last overhead line pole.

d. The customer provides:

i. Right-of-way easement for all lines involved.

~~ii. The ditching and backfilling. If the customer requests the Company perform the ditching and backfilling, additional charges will apply.~~

~~iii. Any necessary conduits required by the Company Service Standards.~~

~~ii.iv. All secondary wiring beginning at the meter that will generally be located at the building wall edge of property.~~

e. The Customer may select the location for the pad-mounted transformer, so long as the site meets the requirements of the Company's Service Standards and sound engineering and operational practices. The Company shall determine the location of the pad-mounted transformer if there is not an agreement.

f. All the material installed by the Company under this policy shall remain the property of the Company. The customer may arrange to pay a portion of the excess cost of the underground system by performing certain work.

F. COMMERCIAL AND INDUSTRIAL UNDERGROUND

Electric facilities will be installed underground from the Company's overhead distribution system, provided:

1) The customer applies for such underground service and agrees to pay the difference in the installed cost of the higher investment of the underground system and the standard conventional overhead system.

~~The customer may make arrangements to pay a portion of the excess cost of the underground system by performing certain work.~~

2) The customer also provides written evidence of consent for filing of record an instrument locating the easement for underground conductor, transformer and service lines on private property.

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G. SERVICE TO MOBILE HOME PARKS

Subject to the following conditions, the Company will supply electric service to points of delivery on the premises of a customer, as owner of a permanent Mobile Home Park, for operation of an area prepared and developed specifically to offer accommodations to occupants of either tenant-owned or customer-owned residential mobile homes.

Mobile Home Parks are so considered when three or more home sites are grouped and orderly arranged so they can be served from a common metering location.

The Mobile Home Park owner will furnish a plat to scale showing, lots by number or address, location of drives, other utility services and electric distribution system. Such plat will be signed by the customer to avoid any misunderstanding. Relocation of lines after the initial installation of the electric distribution system will be at the expense of the Mobile Home Park owner.

1) General Conditions

- a. The Company will install, own, and maintain the distribution facilities to all permanent mobile homes and common use facilities within the court, in accordance with the Company's Rules and Regulations relating to extensions, provided the court owner has furnished satisfactory easements along a mutually agreed upon route of the distribution system within the court.
- b. Meter locations will be banked or clustered, unless special arrangements are made between the Company and the customer. The Company will install, own, and maintain the metering equipment necessary to measure the service delivered to each location within the court.
- c. The court owner will install, own, and maintain the service terminals at each service location in accordance with all applicable regulations.
- d. The court owner will install, own and maintain such electric circuits as required within the court to meter all common use facilities.
- e. The Mobile Home Park owner shall make provisions for service through a separate meter for each mobile home location under the Rate Schedule applicable.

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President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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f. On courts presently served at the property line, and where the owner has furnished all facilities from the property line to the point of service, the Company will not be obligated to purchase or assume ownership of any equipment or facilities.

2) Underground Service

Underground Distribution may be contracted for in Mobile Home Parks by meeting the general provisions of the Rules and Regulations covering Residential Underground Distribution.

Mobile Home Parks with three or more spaces will be served with underground single-phase primary to transformer providing 120/240 volt secondary service under the following conditions:

- a. The park owner agrees to the installation of pad-mounted transformer and metering at mutually agreeable locations.
- b. The park owner provides utility easements for all Company underground service on private property and written evidence of consent for filing of record, an instrument locating the easement.
- c. The park owner agrees to dedicate the park and any extensions thereof, to Underground Electric Service.
- d. The installation of an underground system is deemed by the Company to conform to its standards, policies and sound engineering and operational practices.

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President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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III. CREDIT AND SECURITY DEPOSIT REGULATIONSA. SECURITY DEPOSITS

The Company may request the customer to provide reasonable credit information to the Company before service is made available. The Company may will require at least one current positive valid identification from residential customers. Acceptable forms of positive valid identification include a photo with name social security number, such as a driver's license, or other photo identification, or birth certificate. A social security number may be requested as one method of positive identification for residential customers, but shall not be required. If ID cannot be presented in person, a notarized application is required or a suitable means of verification may be acceptable at the discretion of the Company. If a positive valid identification is not immediately available, a customer providing a full deposit should have at least thirtysixty (6030) days to secure positive valid identification, and up to 60 additional days if payments are kept current, provided that said grace period does not conflict with any statutes or regulations relating to identity theft detection, prevention, and mitigation. The Company may request the names of each adult occupant residing at the location where residential service is being provided. For nonresidential non-incorporated applicants, the Company may require the name of the person(s) responsible for payment of the account and at least one form of positive valid identification, as well as the name of the business, type of business, and employer identification number as issued by the Internal Revenue Service, if available.

new or residential

- (1) The Company will may at the time of application for service require an initial deposit to guarantee payment of bills for utility service rendered if:
- (a) The Company establishes that the customer has an unsatisfactory credit rating, based on internal bill payment history with another utility, or has an insufficient prior credit history upon which a credit rating may be based. Payment history with another utility may only be obtained with the customer's approval.
 - (b) The Customer has outstanding, with the Company, an undisputed and unpaid service account which accrued within the last five (5) years if the service agreement was signed, or three (3) years if service was provided after an oral agreement.
 - (c) The Customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the service of the Company within the last five (5) years.

d) The Customer or service is non-residential in nature, not to exclude Industrial and STR customers or services.

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President & CEO

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e) The Customer has previously filed or consented to a petition under the provision of Title 11 of the United States Bankruptcy Code ("Bankruptcy Code"), or the insolvency laws of any state, district, commonwealth or territory of the United States ("Insolvency Laws"), or any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding; or there has been the filing of a petition against Customer as the subject debtor under the Bankruptcy Code or Insolvency Laws which was not dismissed within 60 days of filing; or Customer made or consented to an assignment for the benefit of creditors or a common law composition of creditors.

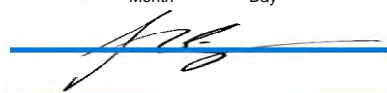
(2) For the purposes of requiring applications for service and initial deposits under Subsection III.A(1):

- (a) Customers who apply for new service at a concurrent and separate metering point, residence, or location may be considered new applicants.
- (b) ~~Residential-c~~Customers who have been disconnected and reconnected to service at the same premise within 305 days shall be considered existing customers. Any Residential customers who ~~have~~ been lawfully disconnected for over 305 days may be considered a new applicants.
- ~~(c) Nonresidential customers who have been disconnected, but not issued a final bill, shall be considered existing customers. Nonresidential customers who have been lawfully disconnected and issued a final bill may be considered new applicants.~~
- (d) New owners or leaseholders of an existing premise may be considered new applicants. New owners of the corporate or business entity that is the customer may be considered new applicants.
- (e) Existing customers who file for bankruptcy may be considered new applicants.

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By

Stephen J. Epperson

President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R DepositsReplacing Schedule ORIGINALWhich was filed November 21, 2013-INITIAL

SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding
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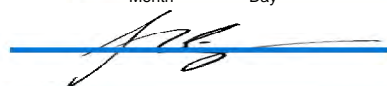
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- B. The Company may at any time after application for service, upon five (5) days written notice, require a new or modified deposit to guarantee payment of bills for utility service rendered if:
- (1) The Customer fails to pay an undisputed bill before the bill due date for three (3) consecutive billing periods during the previous 12 months, one of which is at least 30 days in arrears - the first day of the arrearage period is the first day after the due date on the bill;
 - (2) The customer is a nonresidential customer and has a change in the character of service – defined as a change in the nature or classification of use;
 - (3) The customer was disconnected for non-payment two or more times within the most recent twelve month period;
 - (4) The customer has defaulted on a payment agreement(s) two or more times within the most recent twelve month period;
 - (5) The customer has tendered two or more insufficient funds payments within the most recent twelve month period;
 - (6) The Customer is taking electric service under Company's Industrial Service or Sub-Transmission and Transmission Level Tariffs.
 - (7) The Company establishes that the Customer is a financial risk to the Company or cannot demonstrate adequate assurance of future payment
 - (6) The customer has sought debt restructuring relief under federal bankruptcy laws. Within 60 days after the bankruptcy has been discharged, if the deposit on file is less than the maximum security deposit requirement for the same premise, the utility may recalculate the customer's security deposit based on the most recent twelve months' of usage or the projected usage, whichever is larger.-
- If the customer's existing security deposit is to be adjusted or modified, the customer's maximum security deposit requirement will be calculated in the same manner as an initial deposit. The entire deposit requirement will be treated as an initial deposit subject to Billing Standard rules for installment payments and retention.

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- C. No deposit shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.
- D. For single phase customers, The amount of the cash deposit, irrevocable letter of credit, or surety bond required shall not exceed the amount of that customer's projected average two (2) months' bill(s) for residential and small nonresidential customers. For other customers, such deposit shall not exceed the amount of that customer's projected largest two (2) months' bill(s). If a customer has been documented to be diverting service (meter bypass), an additional deposit based on one (1) month's use may be assessed. For purposes of establishing deposits and projecting monthly bill, the Company shall consider the length of time the customer can reasonably be expected to take service, past consumption patterns, end use of the service, and consumption patterns of other similar customers.
- The customer shall be informed of, and the Company shall permit, payment of any required residential or small nonresidential single phase deposit in equal installments over a period of at least four (4) months when deposits are based on two (2) average months' usage and a period of at least six (6) months when deposits are based on three (3) average months' usage. An additional two (2) months shall be given to customers who have been assessed an additional deposit due to documented diversion (meter bypass). Disconnection for nonpayment of deposit shall be governed by Section V, Index Number R5, Discontinuance of Service. For purposes of this section, a small commercial customer is one which uses no more than 3,240 kWh of electricity in an average month.
- E. The Company shall maintain a record of all deposits received from customers, showing the name of each customer, the address of the premises for which the deposit is maintained, the date and amount of deposit, and the date and amount of interest paid. These dates are stored electronically in the Company's billing system.
- F. Once an account service application is received and an account is available, deposit may be made in person, online, or by phone. Whenever a security deposit is accepted, the customer's online account will indicate payment in the month the deposit is paid. Or if deposit is paid in person, a written receipt will be available upon request. the Company will issue to the customer a nonassignable receipt containing the following minimum information: The bill for first the first month or the bills for the installment period of the deposit will indicate the amount of deposit required and paid.
- (1) Name of customer.
- (2) Place of deposit.
- (3) Date of deposit.
- (4) Amount of deposit.
- (5) Company name and address, signature and title of the Company employee receiving deposit.
- (6) Current annual interest rate earned on deposit; and

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By  <u>Stephen J. Epperson</u> President & CEO	

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. R3

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R Deposits

Replacing Schedule ORIGINAL

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~~(6) Current annual interest rate earned on deposit; and~~

~~(57) Statement of the terms and conditions governing the use, retention and return of deposits, as set forth in Section III.G.~~

However, in lieu of receipt, the Company may indicate on the monthly customer billing the amount of any security deposit retained by the Company, provided that the information required by subsections ~~(E)~~ and ~~(F)~~ above is otherwise individually given in writing to the customer. In all cases a receipt shall be given upon customer request.

- G. Upon termination of service, if the deposit is not to be transferred, or after twelve (12) months if the customer has paid ten (10) out of the last twelve (12) bills on time, deposits collected from single phase customers shall be credited with interest to their utility bills. if the deposit is not to be transferred, the Company will refund the deposit to the customer less any unpaid utility bills due the utility. Deposits taken from residential customers shall be either credited with interest to their utility bills or, if requested, refunded, after twelve (12) months if the customer has paid ten (10) out of the last twelve (12) bills on time and no undisputed bill was unpaid after 30 days beyond due date. Deposits taken from small nonresidential customers shall be either credited with interest to their utility bills or, if requested, refunded, after 24 months if the customer has paid twenty (20) of the last twenty-four (24) bills on time and no undisputed bill was unpaid after 30 days beyond due date. The month(s) of a disputed bill(s) shall be ignored in this calculation. Large nonresidential All other (three phase) customer security deposits over \$300 will be retained by the Company until termination of service. Large nonresidential Deposits under \$300 shall be returned to the customer after 36 months of consecutive on time payments. Any three phase customers and services, not to exclude Industrial and STR customers and services will have their deposits recalculated when there is a material change in service. customers will have their deposit requirements recalculated every three years or when the non-cash security deposit expires. The maximum deposit requirement shall be increased or decreased as appropriate for each customer. Customers may request that the utility Company recalculate their deposit at a shorter interval. The Company and/or customers shall have 30 days to correct the deposit on file. A deposit need not be returned until all disputed amounts are paid. When refunded or credited, the deposit shall include accrued simple interest at a rate not less than that provided by K.S.A. 1978 Supp. 12-822 and amendments.
- H. Interest payments on residential or nonresidential all deposits shall be credited to the customer's bill or refunded at least once a year.
- I. Service deposits shall be nontransferable from one customer to another customer; however, upon termination of the customer's service at the service address, the Company may transfer the deposit to the customer's new active account.

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J. Security deposits paid to the utility by any payment method approved for the payment of bills (cash, check, credit card, debit card or electronic payment, etc.) shall be considered as paid in "cash" to the Company. These deposits shall accrue interest according to Section ~~III~~R2.H. ~~In lieu of a cash security deposit:~~

~~K. (1)~~ The Company shall accept the written guarantee of any of its single phase residential customers with no deposit on file ~~who has~~ve made ten (10) of the last twelve (12) payments on time with no undisputed payment remaining unpaid after thirty (30) days. The Company shall require the guarantor to sign an agreement allowing the Company to transfer the customer's debt to the guarantor's electric account. In the event the customer's debt is transferred to the guarantor's account, the guarantor will have the same time to pay the deposit as a new customer and can be disconnected for nonpayment under conditions set out in Section V, Index Number R5, or the Cold Weather Rule. The Company shall not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit or for attorney or collection fees.

The guarantor shall be released when the customer would qualify for a deposit refund under Section ~~III~~R3.G., above, or upon termination of service and payment of utility bills.

~~(2) The Company may accept the written guarantee of any responsible party or obtain a letter of credit as surety for a residential customer service account.~~

~~L. (3) For any customer, nonresidential customers,~~ the Company may accept a surety bond, or, irrevocable letter of credit in lieu of cash deposit, ~~or other written guarantee from a responsible individual or company that will be responsible for paying the customer's utility bill in the event of nonpayment.~~

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B. APPLICATION OF FRANCHISE TAX OR SIMILAR TAX PROVISION1) General Regulations

~~When any city, town or taxing authority imposes a franchise, occupation, gross receipts, business, sales, license, excise, privilege or similar tax upon the electrical operations of this Company within said city, town or taxing authority boundary, the amount thereof shall be charged to each customer within said city, town or taxing authority boundary, in the same form in which it is imposed on the Company.~~

2) Method of Billing

~~All such taxes so imposed on this Company shall be added as a separate charge to customer's bill for electric service.~~

3) Class of Customer Exempted

~~Any particular class of customer exempted from said tax by said city, town or taxing authority in the calculation of said tax upon the Company shall be exempt from the adder contemplated herein.~~

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MID KANSAS SERVICE AREA

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The Company will normally bill each customer each billing period in accordance with its applicable rate schedules. Billings will be issued on a monthly or self-billing basis~~other basis as may be in accordance with the practices of Southern Pioneer Electric Company~~. Meters shall be read periodically at intervals of approximately thirty (30) days and bills shall be payable monthly. Company reserves the right to adopt the plan of dividing the municipality or territory served into districts and to render bills in each district at a selected time. Each utility/service bill ~~rendered~~issued to the customer shall show:

- 1) The beginning and ending meter registration for the reading period, except that estimated billings shall disclose that it is based on estimated meter reading. The entire word "Estimated" shall be shown on the bill.
- 2) The date of the meter reading and the date of the bill. The Company shall read meters in a range of no less than 26 days and no more than 36 days for monthly billing. The Company may vary its meter reads from this period to take into account the effects of connections, disconnections and for customers who request a billing cycle change, directly affected by rerouting.
- 3) The final date by which a payment can be received before a ~~delinquent~~delinquency charge is imposed.
- 4) The actual or estimated usage during the billing period.
- 5) The amount due for prompt payment and the amount due after delinquency in payment.
- 6) The fuel, power or energy cost adjustment in cents per kilowatt-hour (kWh) and the total amount of the adjustment due.
- 7) If the energy cost adjustment is prorated each proration factor and associated usage shall be shown on the bill.

8) The Property Tax Surcharge ("PTS") in cents per kilowatt-hour (kWh) and the total amount of the PTS due.

~~8)9)~~ The amount of additional charges due for past due accounts, security deposits, collection, trips, reconnection ~~connection~~ or disconnection charges, installment payments, and other utility charges authorized by the Commission.

~~9)10)~~ The total amount due for the current billing period.

11) 10) The amount due for franchise use, occupation, sales taxes, research and development ~~surcharges~~, or other tax, stated separately.

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Schedule: R&R Billing

(Name of Issuing Utility)

Replacing Schedule R&R Billing

MID KANSAS SERVICE AREA

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12) 44) The address and telephone number of the Company and ~~the identification of the person~~
~~or the~~ office where a customer may report a disputed bill, make an inquiry concerning a bill,
delinquency or termination of service, or otherwise complain.

13) 12) General information explaining overall changes in rates and customer charges shall be
made available to customers through bill inserts or direct mail when new rates are
implemented as approved by the State Commission due to a rate case.

a. The Bill shall also show any adjustment to previous billings. ~~based on estimated usage
or customer meter readings. The adjustment shall be made after actual usage has been
determined by a meter reading by the Company, pursuant to Section IX, P, (2), Index Number
R9, Sheet 7, and Section IX, N, Index Number R9, Sheet 5 R4 C. The adjustment shall be
calculated for the period between the prior and the most recent meter reading by the
Company. If the adjustment shows a net balance due to the Company, the customer shall be
given the opportunity, if requested, to pay the additional charges in equal installments over a
period of time equal to the adjusted billing period. If a net balance is due to the customer, the
customer shall be given either a credit on subsequent bills pursuant to Section IX, P (2), Index
Number R9, Sheet 7, and Section IX, N, Index Number R9, Sheet 5, or a refund, if the
overpayment exceeded \$10 and a refund is requested.~~

b. The Company may include on the bill for utility services other charges for special
services. Special services are those not authorized by tariff or otherwise specifically regulated
by the Commission, such as the sale of merchandise or services performed in connection
therewith. Charges for special services shall be designated clearly and separately from
charges for utility services. If the customer makes partial payment for the total bill, the
Company shall credit payment: a) first to the balance outstanding for utility service beginning
with the oldest service debt, b) then to additional utility charges (such as disconnection
/reconnection/collection fees, etc.), and c) then to special charges as defined above.

c. If the customer is paying under a level or average budget payment plan, each bill shall
also clearly disclose the overage or underage of the amounts paid to date as compared to the
cumulative actual usage, in dollars to date.

d. If the customer is paying down an arrearage under the Cold Weather Rule or other
payment plan, those monthly amounts shall be printed on the bill and clearly labeled.

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B. APPLICATION OF FRANCHISE TAX OR SIMILAR TAX PROVISION

1) General Regulations

When any city, town or taxing authority imposes a franchise, occupation, gross receipts, business, sales, license, excise, privilege or similar tax upon the electrical operations of this Company within said city, town or taxing authority boundary, the amount thereof shall be charged to each customer within said city, town or taxing authority boundary, in the same form in which it is imposed on the Company.

2) Method of Billing

All such taxes so imposed on this Company shall be added as a separate charge to customer's bill for electric service.

3) Class of Customer Exempted

Any particular class of customer exempted from said tax by said city, town or taxing authority in the calculation of said tax upon the Company shall be exempt from the adder contemplated herein.

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Sheet 4 of 2149 SheetsC. ESTIMATED METER READING:

1) The Company may render a bill based on estimated meter reading only if the estimating procedures employed by the ~~Company~~ompany and any substantial changes in those procedures have been approved by the Kansas Corporation Commission. And, if the bill is rendered:

~~— To Seasonal Customers, provided an appropriate Rate Schedule is by the Cooperative's Board of Trustees and an actual reading is obtained before each change in the seasonal cycle;~~

- When extreme weather conditions, emergencies, work stoppages, or other circumstances beyond the ~~Cooperative's~~ompany's control prevent actual meter readings;
- When the Company is unable to reasonably obtain access to the Customer's premises for the purpose of reading the meter and efforts to obtain a Customer reading of the meter, such as mailing or leaving pre-addressed forms upon which the Customer may note the readings are unavailing;
- When the Customer does not furnish a meter reading as requested by the Company; or

2) Notwithstanding subsections (1) above, the Company may also render a bill based on estimated meter reading as a Customer's final or initial bill only when:

- The Customer so requests and any necessary adjustments are made to the bill upon a subsequent actual meter reading by the ~~Cooperative~~Company.
- An actual meter reading would not show actual Customer usage but is used in estimating usage, or
- An actual meter reading cannot be taken because of broken meter or other equipment failure.

3) Maximum number of estimated bills.

- The Company may, however, render a bill based on estimated meter reading for more than three (3) consecutive billing periods or six (6) months, whichever is less. Before rendering an estimated bill under Subsections (a) and (b), the ~~Cooperative~~ompany may request the Customer to provide a meter reading upon pre-addressed forms.

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- The Company may not render an estimated monthly bill more than a total of six times per year.

4) -When the Company renders an estimated bill in accordance with this Section, it shall:

- Maintain accurate records of the reason therefore and efforts made to secure an actual reading;
- Meter readers should not make field estimates of usage. Meter readers having specific knowledge of a customer's circumstances should relay that information to the billing department whose responsibility is to calculate estimates according to established guidelines.
- Maintain estimated bill records for at least 36 months and in the same manner as all other customer billing history.
- Clearly disclose on the bill that it is based ~~one~~ on an ~~estimated~~ estimated meter reading by showing the entire word "Estimated"; and
- Make any appropriate adjustment upon subsequent actual reading of the meter.

5) A utility may also render a bill based on an estimated meter reading when the customer is paying under an average or level payment plan under which payments are based on an estimated or projected average usage if:

- The plan has been approved by the Commission;
- Actual meter readings and appropriate disclosures are made.

6) Proration of fuel, power, or energy cost adjustment.

- Proration of fuel, power, or energy cost adjustment is optional. If these adjustment(s) are prorated, each ECA factor and estimated usage associated the ECA must be shown on the bill.
- Fuel, power, or energy cost adjustment must be prorated during the billing month in which a change in rates or tariffs becomes effective.

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Sheet 6 of 2149 Sheets7) Proration of customer charges.A. Customer charges shall be prorated only in following situations:

- Connection or disconnection of service which causes the billing cycle to be outside the range of 26 through 36 days.

B.D. RESPONSIBILITY FOR PAYMENT OF A BILL

The Company shall not threaten or refuse service to, or threaten or disconnect the service of, an individual for an outstanding debt on an account unless that individual either signed the service agreement on the account or agreed orally at the time the service was established to be responsible for the account. The only exception to this rule is when the individual and the customer, who signed the service agreement or agreed orally at the time service was established to be responsible for the account, lived together when the debt was incurred and continue to live together.

The Company shall not threaten or refuse service to or threaten or disconnect the service of an individual for an outstanding debt more than five (5) years old if the service agreement was signed and three (3) years if the agreement was oral.

Once a year, the Company shall mail to each of its customers a notice apprising them of the Commission's complaint procedure including its role in settling complaints which have reached an impasse. The notice should include the Commission's Consumer Protection Office's telephone number as well as a comment/complaint form concerning the Company's performance. The notices or copies of the notices shall be sent to the Commission.

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- 1) All bills for utility service are due and payable upon receipt. A customer of the Company ~~taking both gas and electric service~~ shall be able to specify to which utility electric service the payment(s) are to be applied, regardless of whether the payments are for current usage or arrearages. The Company shall inform its customers of the ability to specify to which utility electric service the payment(s) are to be applied. A bill shall be deemed delinquent if payment thereof is not received by the Company or its authorized agent on or before the date stated on the bill which date shall be;

~~a. For residential customers, the last date on which payments received can, in the normal and reasonable course of the Company's procedures, be credited to the customer's account in preparing his next normal billing.~~

~~b. For all other customers, the fifteenth (15th) day after date of billing.~~

- 2) Penalties will be assessed on the 20th day after the date of billing. When a bill becomes a delinquent; a late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the customer's bill, and any collection efforts by the Company shall be initiated.

- 3) If the last calendar day for remittance falls on a Sunday, legal holiday, or any other day when the offices of the Company are not open to the general public, the final payment date shall be extended through the next business day.

~~4) If a nonresidential customer is consistently unable to pay its bills on time due to bill-paying procedures, the Company shall offer to mail a copy of the bills to the customer's bill-paying office at the same time it is delivered to the local business. If the customer chooses, the Company shall offer the customer the option of paying a one percent (1%) late fee every month for a time extension of 14 days. The Company may discontinue this option for the customer after the customer requests it or the customer fails to pay the bill within the 29 days established by this provision.~~

- 5) Arrearage Average Payment Plan - The customer will have up to 12 months to pay off an arrearage with the initial payment being the arrearage plus the bill for consumption during the most recent billing period for which service was provided, divided by 12. Arrearages from a previous Cold Weather Rule plan or an Arrearage Average Payment Plan must be paid off before entering into this plan. Customers must be informed of this option.

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- 6) The Company may discontinue service for a delinquent bill after issuing the notice required by Section V, Index Number R5, Discontinuance of Service to Customers.

a. Non-AMI Metered Customers

If service is discontinued because of non-payment of a bill, or collection is made at the customer's premises, a company employee must make a trip to collect, on the exact day disconnection is to occur, the Company shall require a collection ~~charge~~or and if disconnection takes place a disconnection charge. Such collection or disconnection charge shall be as provided in Section VII, K, Sheet 3, Index Number R7 of the Company's rules and regulations filed with and approved by the Commission.

After disconnection of service for non-payment of a bill should service be reconnected in accordance with the appropriate provisions of the Company's rules, regulations and tariffs a reconnection charge shall be applied. Such reconnection charge shall be as provided in Section VII, K, Sheet 3, Index Number R7 of the Company's rules and regulations filed with and approved by the Commission.

b. AMI Metered Customers

If service is discontinued because of non-payment of a bill and the meter has remote disconnect capabilities, the Company shall require a ~~five dollar (\$5)~~ disconnection charge and no reconnection charge. Such disconnection charge shall be as provided in Section VII, K, Sheet 3, Index Number R7 of the Company's rules and regulations filed with and approved by the Commission.

If service is discontinued because of non-payment of a bill and the meter does not have remote disconnect capabilities, i.e. a company employee must make a trip to collect, the Company will assess a collection fee. In addition, if the Company employee disconnects the meter, the Company shall assess a disconnect fee as well as a reconnection fee when service is reconnected. Such collection or disconnection charge shall be as provided in Section VII, K, Sheet 3, Index Number R7 of the Company's rules and regulations filed with and approved by the Commission.

~~After disconnection of service for non-payment of a bill, should service be reconnected in accordance with the appropriate provisions of the Company's rules, regulations and tariffs, there shall be no reconnection charge.~~

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Sheet 9 of 2149 SheetsF. D. COLD WEATHER RULE1) Application

~~a.~~ The provisions of the Cold Weather Rule (CWR) allow for special payment and disconnection procedures for any Kansas residential customers with unpaid arrearages to retain or restore utility service throughout the cold weather period, which extends from November 1 through March 31.

2) Prohibitions on Disconnections

Company shall not disconnect a customer's service between November 1 and March 31 when the local National Weather Service forecasts the temperature will drop below 35 degrees or will be in the mid-30s or colder within a 48-hour period unless:

- i. It is at the customer's request;
- ii. The service is abandoned;
- iii. A dangerous condition exists on the customer's premises;
- iv. The customer violates any rule of the Company which adversely affects the safety of the customer or other persons, or the physical integrity of the Company's delivery system;
- v. The customer causes or permits unauthorized interference with, or diversion or use of utility service (meter bypass) situated or delivered on or about the customer's premises;
- vi. The customer misrepresents ~~its his or her~~ identity for the purpose of obtaining or retaining utility service; or
- vii. The customer tenders an insufficient funds check as the initial payment or an installment payment under a Cold Weather Rule payment plan and does not cure the insufficient payment during the 10-day period after a disconnection notice is sent to the customer.

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THE STATE CORPORATION COMMISSION OF KANSAS

Index No. R4

SOUTHERN PIONEER ELECTRIC COMPANY

Schedule: R&R Billing

(Name of Issuing Utility)

Replacing Schedule R&R Billing

SERVICE AREA

Which was filed December 4, 2018~~October 1, 2017~~

(Territory to which schedule is applicable)

No supplement or separate understanding
shall modify the tariff as shown hereon.Sheet 109 of 2149 Sheets

Under i, ii, iii, ~~and~~ iv, y, and vi the Company may disconnect the service immediately. Under ~~vii or vi~~, the Company may disconnect the customer 48 hours after a disconnection notice is left on the customer's door or a personal or telephone contact is made with the customer of record and the telephone number of the Commission's Consumer Protection Office is given to the customer, or (10) days after a disconnection notice is sent, whichever is quicker. Under vii, the Company may disconnect the customer 10 days after a disconnection notice is sent if the customer has not cured the insufficient payment during that 10-day period.

Services disconnected under (iii) or (iv) above must be restored as soon as possible after the physical problems as defined in (iii) or (iv) have been corrected. Service disconnected under (v) must be restored as soon as possible after payment by the customer of the full value of the ~~diverted~~diverted service.

~~b.~~ In order to prevent disconnection when the temperature is 35 degrees or above, or to be reconnected regardless of temperature the Company will act in accordance with Kansas law.
~~a customer must comply with the provisions of the Good Faith Test.~~

Services disconnected under (iii) or (iv) above must be restored as soon as possible after the physical problems as defined in (iii) or (iv) have been corrected. Service disconnected under (v) must be restored as soon as possible after payment by the customer of the full value of the diverted service. The value of the diverted service shall be estimated based on the historic use of the customer or the residence.

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shall modify the tariff as shown hereon.Sheet 1140 of 2149 Sheets3. Responsibilities of Customers

In order to prevent service disconnection when the temperature is 35 degrees or above, or to have service reconnected regardless of temperature, a customer must comply with the following provisions. To qualify for the benefits of the Cold Weather Rule, the customer shall:

- i. Inform the Company of the customer's inability to pay the bill in full;
- ii. Provide sufficient information to allow the Company to make a payment agreement;
- iii. Make an initial payment of 1/12 of the arrearage amount, 1/12 of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable deposit and enter into an 11-month plan for payment of the ~~rest balance~~ of the arrearage, or enter a payment plan as negotiated with the ~~utility Company~~ for the payment of the arrearage amount; and
- iv. Apply for federal, state, local or other assistance funds for which the customer is eligible;

4. Responsibilities of the Companyi. **Non-AMI Metered Customers**

- a. Once a year, at least 30 days prior to the Cold Weather Rule period, Company shall mail a written notice of the Cold Weather Rule to each residential customer who is currently receiving service as well as to each residential customer who has been disconnected during or after the most recent cold weather period and who remains without service. Company shall file a copy of the notice with the Commission.

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SOUTHERN PIONEER ELECTRIC COMPANYSchedule: R&R Billing

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b. Company shall send one written notice mailed first-class at least ten (10) days prior to termination of service. A customer may not be disconnected until a 48-hour forecast above the activating temperature is predicted by the National Weather Service. During the first 24 hours, which will be the day prior to disconnection, the Company shall make at least one telephone call attempt with the customer of record and make one attempt at a personal contact with the customer of record on the day prior to termination of service if telephone contact on that day was not made. The telephone call attempt(s) and personal contact the day prior to disconnection is in addition to the already existing notice requirements contained in the Company's Rules and Regulations, Index No. R5, sheets 1 through 7. If the customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, the utility employee shall leave a disconnect message on the door on the day prior to disconnect. There will be no charge for this service. On the day of disconnection, the Company must receive a 24-hour forecast above the activating temperature from the National Weather Service. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Company must wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

In the telephone contact(s), the 10-day written notice, the personal contact and the disconnect message on the door, in addition to the existing requirements contained in Company's Rules and Regulations, Index R5, sheets 1 through 7, the Company shall also inform the customer of the existence of the Cold Weather Rule, that the customer can avoid disconnection by complying with Section D. (3) of the Company's Rules and Regulations, and the telephone number of the Commission's Consumer Protection Office.

c. Inform the customer of, or provide a list of, the requirements of Section D. (3) of the Company's Rules and Regulations.

d. Inform the customer of, or provide a list of, organizations where funds are available to assist with payment of utility bills.

e. Inform the customer of, or provide a list of, all other pay arrangements for which the customer might qualify. Prior to discussing any plan for Cold Weather Rule payments over a period of fewer than 12 months, the Company must inform the customer of the customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installment payments over the next 11 months.

~~f. Adopt and inform customers about a third-party notification plan.~~

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No supplement or separate understanding
shall modify the tariff as shown hereon.Sheet 1342 of 2149 Sheets**ii. AMI-Metered Customers**

a. Once a year, at least 30 days prior to the Cold Weather Rule period, Company shall mail a written notice of the Cold Weather Rule to each residential AMI-metered Customer who is currently receiving service as well as to each AMI-metered residential customer who has been disconnected during or after the most recent cold weather period and who remains without service. Company shall file a copy of the notice with the Commission.

b. Company shall send one written notice mailed first-class at least ten (10) days prior to termination of service. ~~Five to seven (5-7) days prior to disconnection, the Utility shall attempt to contact the Customer, via the Customer's preferred choice, informing the Customer of the Utility's intent to disconnect.~~

c. The utility should notify, or attempt to notify, customers s, via customers preferred choice, informing the Customer of the Utility's intent to disconnects by ~~phone~~ at least two (2) days before they are to be disconnected.

d. A customer may not be disconnected until a 48-hour forecast above the activating temperature is predicted by the National Weather Service. During the first 24 hours, which will be the day prior to disconnection, the Company shall make at least one telephone call attempt with the customer of record. If the customer of record is not contacted during the phone call(s) on the day prior to termination of service, the utility employee shall leave a disconnect message on the door on the day prior to disconnect. There will be no charge for this service. If the customer of record is contacted during the phone call(s) the day prior to termination of service, the utility employee shall not be required to leave a disconnect message on the door on the day prior to disconnect. On the day of disconnection, the Company must receive a 24- hour forecast above the activating temperature from the National Weather Service. If the forecast requirement is met, the utility may then disconnect the customer and shall not be required to make an on premises collection attempt on the day of disconnection. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Company must wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

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In the telephone contact(s), the 10-day written notice and the disconnect message on the door, in addition to the existing requirements contained in Company's Rules and Regulations, Index RS, sheets 1 through 9, the Company shall also inform the customer of the existence of the Cold Weather Rule, that the customer can avoid disconnection by complying with Section D. (3) of the Company's Rules and Regulations, and the telephone number of the Commission's Consumer Protection Office.

- e. Inform the customer of, or provide a list of, the requirements of Section D. (3) of the Company's Rules and Regulations.
- f. Inform the customer of, or provide a list of, organizations where funds are available to assist with payment of utility bills.
- g. Inform the customer of, or provide a list of, all other pay arrangements for which the customer might qualify. Prior to discussing any plan for Cold Weather Rule payments over a period of fewer than 12 months, the Company must inform the customer of the customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installment payments over the next 11 months.
- h. Adopt and inform customers about a third-party notification plan.

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shall modify the tariff as shown hereon.Sheet 1544 of 2149 Sheets5) Other Provisionsa. Security Deposits

Deposits made in conjunction with the Cold Weather Rule may be amortized over the period of the payment plan, except that no security deposit may be amortized over fewer months than what is permitted by Index No. R3, ~~sheets 1 through 4~~ of the Company's Rules and Regulations.

b. Weatherization Programs

The Company will inform its customers of the long-range advantages of weatherization programs.

c. Default

The issuance of an insufficient funds check for the initial payment or for any installment of the payment plan, unless subsequently cured by the customer, shall constitute a default of the Cold Weather Rule payment plan. A customer who defaults on a Cold Weather Rule payment plan is not eligible for the arrearage average payment plan under Index R4, sheet 4, unless the arrearages from the prior Cold Weather Rule plan are paid. A customer who defaults on a Cold Weather Rule payment plan is eligible to enter into a new Cold Weather Rule payment plan upon making an initial payment as set forth in the Company's Rules and Regulations at Index No. 4, sheet 6, (3) iii, paying any disconnect and reconnect charges and complying with the customer responsibility provisions of the Company's Rules and Regulations, Index No. R4, (3). A payment plan of any length that is negotiated by the customer and the Company after the customer has been informed of the payment plans required to be offered under the Cold Weather Rule is considered to be a Cold Weather Rule payment plan. However, a customer with a payment plan of fewer than 11 months shall not be considered to be in default of the payment plan if the actual payments that have been made are equal or greater than the amount that would have been required under an 11-month payment plan for arrearages.

d. Renegotiation of Cold Weather Rule Agreement

The customer will be encouraged to renegotiate Cold Weather Rule payments if the customer receives utility or other lump sum assistance.

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shall modify the tariff as shown hereon.Sheet 1645 of 2149 Sheetse. Alternative Cold Weather Rule Plans

Company may file a Cold Weather Rule plan with terms as favorable or more favorable to the customer than the terms outlined above.

E. RESEARCH AND DEVELOPMENT SURCHARGE-ELECTRIC1) Applicable

~~—— To every bill for electric service rendered by the Company, except those rendered specifically for electric power and energy sales for resale by other utilities under rates which are subject to the jurisdiction of the Federal Electric Power Commission. This schedule is not applicable to the Company's interdepartmental sales of electricity.~~

2) Basis of Surcharge

~~—— During each calendar year, the Company will collect from its customers as a surcharge to the aforementioned bills in that year, and expend an aggregate amount of money (i.e. total surcharge) to support proportionately with other similar utilities a National Research and Development Program of the Electric Industry in the United States as administered by the Electric Power Research Institute. At least 90 days prior to the beginning of the calendar year, the Company shall determine and certify to the Commission such aggregate amount and the basis of its determination. The Company also shall report to the Commission its collections and expenditures hereunder in accordance with the Commission's then current requirements.~~

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~~— Prior to the beginning of each calendar year, the unit surcharge in cents per dollar to be added to each dollar of sales revenue to be billed in that year shall be determined by dividing one-third of the total surcharge by estimated annual gross dollars of applicable revenue. Further, the unit surcharge in cents per kilowatt hour (kWh) to be added to the price of each kWh to be delivered shall be determined by dividing the remaining two-thirds of the total surcharge by the estimated annual applicable kWh sales. Standard accrual methods shall be used to adjust at least quarterly the aforementioned unit surcharges in order to collect, insofar as practical, the total surcharge from actual applicable revenue and kWh sales billed during said calendar year. Differences in the aggregate amount collected and the total surcharge in any calendar year shall be included in the total surcharge for the following calendar year.~~

~~— The amount determined by the application of such unit surcharges shall become a part of the total bill for electric service furnished and need not be itemized separately on the customer's bill.~~

— F.G. — EVEN PAYMENT PLAN RESIDENTIAL BUDGET PAYMENT PLAN1) Availability

One of two Budget Payment Plans is, by mutual agreement between the Customer and the Company, available to any qualifying Residential Customer under the Single Phase rate schedule. This plan is available to customers receiving service under the single phase rate schedule that are residential RS. Such customers may elect to be billed, and must pay for, all electric service provided by the Company under said schedule, in accordance with the terms and provisions of the Company's Even-Budget Payment Plans. ~~The purpose of the Even Payment Plan is to levelize, insofar as possible, the amount a customer is required to pay monthly over a year's period.~~

1) Residential Budget Payment Plan Options

- a. Option One – Even Payment Plan: At the request of any qualifying Customer, the Company shall submit an estimated bill based on the average of the bills rendered for the current month and the preceding eleven months or an estimated bill for electric service to be rendered during the contract period, which divided by the number of months in such contract period, shall be the monthly installment.
- b. Option Two – Twelve-month Rolling Average Variable Payment Plan: At the request of any qualifying Customer, the Company shall submit an estimated bill based on the average of the bills rendered for the current month and the preceding eleven months. This will be the Customer's current monthly installment. The same calculation method will be used to calculate each succeeding monthly installment for the Customer. The monthly payment will not remain the same from one month to the next in most instances.

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2) Conditions of Budget Payment Plans

The Customer shall be entitled to receive electric service under the chosen Budget Payment Plan provided the Customer shall agree:

- a. That each monthly installment shall be paid on or before the due date thereof.
- b. That the late payment charge provided in these Rules and Regulations will be assessed if a bill becomes delinquent.
- c. That failure to pay any monthly installment on or before the delinquent date shall be cause for termination by the Company of the Budget Payment Plan with respect to Customer, in addition to other remedies permitted, by these Rules and Regulations.
- d. That the estimate shall apply only to the premises then occupied by the Customer and that if such premises are vacated during the period covered by said estimate, the Budget Payment Plan with respect to the Customer shall immediately terminate.
- e. That if the Budget Payment Plan is terminated, any amounts payable by or due to the Customer on account of the metered service during the period covered by the Plan shall be billed or credited to the Customer.
- f. That until terminated by either party, the Budget Payment Plan shall be renewed automatically.
- g. That the Budget Payment Plan may be periodically reviewed by the Company and the monthly installment payment shall be revised if it appears at any time on review that the debit or credit balance at the end of the contract period shall substantially exceed the estimate; and
- h. That the difference between the accumulated total amount of the Customer's billings determined by metered usage, and the accumulated total of the amounts paid before the final month of the contract period shall be charged or credited, as the case may be, to the service bill for the final month of such contract period, which shall be subject to current settlement before the start of the next contract period.

3) Application

The customers electing to use a Budget Payment Plan must contact the Company to enroll in the desired Plan.

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shall modify the tariff as shown hereon.Sheet 19 of 21 Sheets2) Application~~The customers electing to use the plan must contact the Company to enroll in the plan.~~4) 3) Eligibility

To be eligible to be billed under the terms and provisions of ~~the Even-Budget~~ Payment Plan, the customer must be taking service under the applicable tariff, and must meet the following requirements:

- a) The customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service.
- b) A customer who has been delinquent three (3) or more times in the last twelve (12) months at ~~his~~their current or previous location may be refused participation in ~~the~~ EvenBudget Payment Plan until the customer has established a twelve- (12) consecutive month payment period with no more than two (2) delinquent payments.

5) 4) Election

Any residential customer who is eligible may elect to be billed on a Budget Payment Plan ~~the Even Payment Plan~~. Customers may enroll in the program during any month of the year.

~~At the time of enrollment or anniversary date, the Even Payment amount is based on the average of the individual customers' previous twelve (12) months net monthly bills plus an adjustment for the excess/deficiency balance. The historical net monthly bills may be adjusted for any significant rate tariff changes that have taken place during the period. Even Payment amounts for customers with less than twelve (12) months of historical information will be estimated. The following formula is used to calculate the Even Payment amount at the time of enrollment in the plan or on the plan anniversary date:~~

~~Even Payment Amount = (Previous 12 net monthly bills ± excess/deficiency balance) ÷ 12~~

~~Even Payment Plan payments must be made as scheduled even though a credit balance may exist on the account.~~

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~~The monthly Even Payment amount may be subject to adjustment during the year in an effort to minimize, insofar as possible, the amount necessary to balance the account. The Company or customer may initiate the adjustment process. All adjustments made to the Even Payment amount must be approved by the Company prior to a change in the Even Payment amount.~~

6) Termination

~~A customer may discontinue the Even Payment Plan at any time by notifying the Company and making suitable payment arrangements for the excess/deficiency balance on the account.~~

~~Failure to pay any Even Payment Plan billing on or before its delinquent date may be cause for removal of the customer from the Even Payment Plan and reinstatement on the regular payment plan.~~

~~Termination of service for non-payment of a bill will subject a customer to removal from the Even Payment Plan and the outstanding amount of the account for actual usage shall be due and payable.~~

76) General Rules and Regulations Applicable

Except as expressly set forth above, either Budget Payment Plan ~~this plan~~ option in no way modifies, terminates or suspends any of the Company's or Customer's rights or obligations under the General Rules and Regulations Applying to Electric Service, including but not limited to payment of bills and discontinuance of service provisions.

H. G. PAYMENT METHODS FOR UTILITY BILLS

- 1) Mail: Payment may be made by mail with a check or money order along with bill stub. The Company may require a returned check charge pursuant to the Company's Service Fees Rate Schedule (Index No. R7 Sheet 3 of 3 Section K) under this payment option for insufficient funds.
- 2) Automatic Bank Withdrawal: Payment may be made automatically each month from customer's bank account or reoccurring credit/debit card through the Company's Automatic Bank Withdrawal ~~Draft~~ program. The Company may require a returned check charge pursuant to the Company's Service Fees Rate Schedule (Index No. R7 Sheet 3 of 3 Section K) under this payment option for insufficient funds.
- 3) Pay in Person: Payment may be made in person with cash, check, money order, e-Check, credit or debit cards, along with bill stub, at a walk-in location, third party location or Kiosk station. A list of locations and Kiosk stations are accessible from the Company's website or by calling the Company's toll-free customer service phone number. The Company may require a returned check charge pursuant to the Company's Service Fees Rate Schedule (Index No. R7 Sheet 3 of 3 Section K) under this payment option for insufficient funds.

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- 4) Pay On-Line: Payment may be made on-line with an e-Check, credit or debit cards using the Company's authorized third-party vendor payment portals (SmartHub, and Mobile E-bill and PayNow, etc.); provided, however payment by credit card may only be made by a residential customer or a customer taking single-phase service.
- 5) Pay By Phone: Payment may be made by phone with an e-Check, credit or debit card using the Company's authorized secure third-party vendor provided, however payment by credit card may only be made by a residential customer or a customer taking single-phase service. Payment by this method is accessible through the Company's toll free customer service phone number.

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V. DISCONTINUANCE OF SERVICEA. GENERAL REASONS

- 1) The Company may discontinue or refuse service for any of the following reasons:
 - a. When the customer requests it.
 - b. When the service is abandoned.
 - c. When a utility bill becomes delinquent as provided in Section IV, A, (3), Index Number R4, Sheet 1, after proper notice, as provided in Section V, C, on sheet 3 through 7, below.
 - d. When a dangerous condition exists on the customer's premises. In any case where Company has received notice that a condition dangerous to life or property exists on customer's premises, Company, may, without any advance notice, shut off the service, and same shall not be resumed until such dangerous condition ~~shall have~~has been eliminated. The Company assumes no responsibility for defect in customer's appliances or equipment.
 - e. When the customer fails to provide credit information, security deposit or guarantee, as set forth in Section III, A, Index Number R3, Sheet 1, or has a previous undisputed and unpaid separate account for utility service with the ~~same utility~~Company.
 - f. When the customer misrepresents his or her identity for the purpose of obtaining utility service.
 - g. When the customer refuses to grant Company personnel access, during normal working hours, to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement.
 - h. When the customer violates any rule of the Company which violation adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery system.
 - i. When the Customer causes or permits unauthorized interference with, or diversion or use of (meter bypass), ~~utility Company's~~ service situated or delivered on or about the customer's premises.
- 2) None of the following shall constitute sufficient cause for ~~a utility~~the Company to discontinue service:

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- a. The failure of a customer to pay for special charges, as defined in Section IV, A, 12, b, Sheet 2.
- b. The failure of the customer to pay for service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of service at a separate metering point, residence, or location in accordance with these rules, the Company may transfer any unpaid balance to any other service account with the customer's written consent, provided, however, that in the event of the failure of the customer to pay a final bill at any metering point, residence or location, the Company may transfer such unpaid balance to any successive service account opened by the customer for the same class of service, and may discontinue service at such successive metering point, residence or location for non-payment of such transferred amount.
- c. The failure of the customer to pay for a different class of service received at the same location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this rule.
- d. The failure of a customer to pay a bill which is in dispute; provided, however, that the customer pays that portion of the bill not in dispute.
- e. The failure to pay an unpaid service account more than five (5) years old if service agreement was signed and three (3) years old if agreement was oral.
- 3) Except for discontinuance pursuant to Section V, A, 1, a., b., d., h., or i., Sheet 1, above, the Company shall not discontinue service unless;
- a. At the time of the proposed discontinuance, for one hour after discontinuance and on the full work day following discontinuance, the Company office or authorized personnel identified in the notices given pursuant to Section V, C, Sheet 3 through 7, following, are open or available to the customer for the purposes of making pay arrangements preventing discontinuance or obtaining reconnection; and
- b. The Company employee who is to disconnect service is also authorized to accept payment of amounts due for utility charges and thereby either avert disconnection or provide for reconnection.

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B. DISCONTINUANCE IN SPECIAL CIRCUMSTANCES

1) If a residential customer notifies the Company and establishes that discontinuance would be especially dangerous to the health of the customer, resident member of the customer's family or other permanent resident of the premises where service is rendered, and such customer is unable to pay for such service in accordance with the requirements of the utility's billing or is able to pay for such service only in installments, the Company will either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so that the customer can make arrangements for reasonable installment payments. Company reserves the right to require proper medical documentation.

2) In determining whether discontinuance would be especially dangerous to health, consideration shall be given to the weather, and the customer's or other resident's medical condition, age, or disability.

C. NOTICE OF DISCONTINUANCE OF SERVICE**i. Non-AMI Metered Customers**

1) The Company will give the customer at least ten (10) days written notice before discontinuing service, unless the discontinuance is upon customer request, or involves a dangerous condition, a violation of Company rules or unauthorized interference diversion or use of service, Section V, A, 1, a., b., d., h. or i., Sheet 1, above, in which case the Company may discontinue service immediately. Also, the customer's disconnect date will not fall on any day that a Company representative is not available to take money, and also make necessary pay arrangements most beneficial to the Company and customer. However, if the Company has knowledge that persons other than the customer or member of the customer's family are residing at the premises where unauthorized interference, diversion, or use (meter bypass) is taking place, the Company shall give such persons a two (2) day written or twenty-four hour oral notice prior to discontinuance.

2) If the Company can prove that a customer has received service by using a false identity, it may disconnect the customer 48 hours after a personal or phone contact is made with the customer on record and the telephone number of the Commission's Consumer Protection Office is given to the customer, or ten (10) days after a disconnect notice is sent, whichever is quicker.

3) A notice (separate from other utility bills, information or advertising) shall be sent to the account name and address and in the case of residential occupancy, to the address where service is provided, if different. Service of notice by mail is complete upon mailing. The Company shall maintain an accurate record of the date of mailing, and the effective dates of the notice. The notice shall be effective for one (1) month after initial date upon which and after which service can be disconnected.

Issued October 1 2017
Month Day Year

Effective October 1 2017
Month Day Year

By Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R DiscontinuanceReplacing Schedule R&R DiscontinuanceWhich was filed October 1, 2017 ~~November 24, 2013~~

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(Territory to which schedule is applicable)

No supplement or separate understanding
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4) The Company will notify, or attempt to notify, customers by phone or as preferred by the customer, if preferred method is available at least two (2) days before they are to be disconnected as a final notice before disconnection.

5) If the records of the Company show that the service account which it proposes to discontinue serves more than one residential dwelling unit, the Company shall also post a notice of discontinuance in a common area of the residential building served. Such notice shall be posted at least five (5) days prior to the discontinuance date specified therein.

~~6) The notice(s) required by Section V, C, Sheet 3, above, shall contain the following information:~~

~~a. The name and address of the customer and the address, if different, where service is rendered.~~

~~b. A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection.~~

~~c. The dates between which service can be discontinued unless the customer takes appropriate action.~~

~~d. Terms under which the customer may avoid discontinuance.~~

~~e. A statement that discontinuance may be postponed or avoided if a customer can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with the utility for moneys not in dispute.~~

~~f. A statement reasonably calculated to apprise the customer of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under other circumstances, such as provided in Section V, B, Sheet 3, above. The address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection shall be clearly set forth. The notice shall state that the customer may meet with a designated employee of the Company and may present his or her reasons for disputing a bill or the Company's reasons for discontinuance, requesting credit arrangements or requesting a postponement of discontinuance.~~

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67) The employee of the Company who is to disconnect service shall:Immediately ~~proceeding~~preceding the discontinuance of service, make a reasonable effort to:

- a. Contact and identify ~~himself or herself~~themselves to the customer or responsible person then upon the premises and shall announce the purpose of his or her presence;
- b. Identify and record the name of the person contacted;
- c. Accept payment of all amounts tendered to ~~him~~them which are necessary to avert disconnection;
- d. Record statements disputing the accuracy of the delinquent bill;
- e. Record statements disputing the accuracy of the utility's findings concerning the cause for discontinuance; and
- f. Record statements concerning the medical condition of any permanent resident of the premises.

If contact with the customer is not made, the employee shall leave a notice upon the premises in a manner conspicuous to the customer disclosing the date and time of discontinuance and giving the address and telephone number of the office where the customer may arrange to have service restored.

ii. AMI Metered Customers

- 1) The Company will give the customer at least ten (10) days' written notice before discontinuing service, unless the discontinuance is upon customer request, or involves a dangerous condition, a violation of Company rules or unauthorized interference diversion or use of service. Section V, A, 1, a., b., d.* h. or i.. Sheet 1, above, in which case the Company may discontinue service immediately. Also, the customer's disconnect date will not fall on any day that a Company representative is not available to take money, and also make necessary pay arrangements most beneficial to the Company and customer. However, if the Company has knowledge that persons other than the customer or member of the customer's family are residing at the premises where unauthorized interference, diversion, or use (meter bypass) is taking place, the Company shall give such persons a two (2) day written or twenty-four-hour oral notice prior to discontinuance.

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2) If the Company can prove that a customer has received service by using a false identity, it may disconnect the customer 48 hours after a personal or phone contact is made with the customer on record and the telephone number of the Commission's Consumer Protection Office is given to the customer, or ten (10) days after a disconnect notice is sent, whichever is quicker.

3) A notice (separate from other utility bills, information or advertising) shall be sent to the account name and address and in the case of residential occupancy, to the address where service is provided, if different. Service of notice by mail is complete upon mailing. The Company shall maintain an accurate record of the date of mailing, and the effective dates of the notice. The notice shall be effective for one (1) month after initial date upon which and after which service can be disconnected.

~~4) Five to seven (5-7) days prior to disconnection, the Company shall attempt to contact the Customer via the Customer's preferred choice informing the Customer of the Company's intent to disconnect.~~

a. The Company will notify, or attempt to notify, customers by phone, or as preferred by the customer, if available, at least two (2) days before they are to be disconnected. The automated call or notification will remind customer that they are past due and to prevent disconnection that they need to call the office within 48 hours.

~~5)~~

~~6) One (1) day prior to disconnection, the Company shall attempt to contact the Customer via a preferred choice, informing the Customer of the Company's intent to disconnect.~~

~~7)4) On the day of disconnection, the Company may disconnect the customer. The Company shall not be required to make an on premises attempt or leave a disconnect message on the customer's door.~~

~~8)5) If the records of the Company show that the service account which it proposes to discontinue serves more than one residential dwelling unit, the Company shall also post a notice of discontinuance in a common area of the residential building served. Such notice shall be posted at least five (5) days prior to the discontinuance date specified therein.~~

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~~9) The notice(s) required by Section R5, ii, (1) V, C, Sheet 5, above, shall contain the following information:~~

- ~~a. The name and address of the customer and the address, if different, where service is rendered.~~
- ~~b. A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection.~~
- ~~c. The dates between which service can be discontinued unless the customer takes appropriate action.~~
- ~~d. Terms under which the customer may avoid discontinuance.~~
- ~~e. A statement that discontinuance may be postponed or avoided if a customer can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with the utility for moneys not in dispute.~~
- ~~f. A statement reasonably calculated to apprise the customer of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under other circumstances, such as provided in Section V, B, Sheet 3, above. The address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection shall be clearly set forth. The notice shall state that the customer may meet with a designated employee of the Company and may present his or her reasons for disputing a bill or the Company's reasons for discontinuance, requesting credit arrangements or requesting a postponement of discontinuance.~~

D. RESTORATION OF SERVICE

- 1) Upon the customer's request, the Company shall restore service promptly when the cause of discontinuance of services has been eliminated. applicable restoration charges paid and, if required, satisfactory credit arrangements have been made.
- 2) At all times, every effort shall be made to restore service on the restoration day requested, and in any event, restoration shall be made no later than the next business day following the day requested by the customer.

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3) For all non-AMI customers and AMI customers disconnected for reasons other than for non- payment of a bill, the Company may charge an authorized fee for the restoration of service as provided in ~~Section VII. K~~, Index Number R7, Sheet 3. ~~However, the authorized Disconnection Charge shall be \$5 and the Reconnection Charge shall be \$0 for AMI customers.~~

E. REVIEW OF DISPUTES

- 1) When a customer advises the Company prior to the date of the proposed discontinuance of service that all or any part of any billing as rendered is in dispute or that the utility's reasons for discontinuance are factually invalid. the Company shall:
 - a. Immediately record the date, time and place the complaint is made.
 - b. Postpone discontinuance until a full investigation is completed and the dispute found to be invalid.
 - c. Investigate the dispute promptly and completely.
 - d. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
- 2) A customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate personnel of the Company.
- 3) The Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personnel meetings, formal and informal hearings, on-site visits or any other technique reasonably conducive to settlement of the dispute.
- 4) In the event that a dispute is not resolved to the satisfaction of the customer, after full investigation, and the Company intends to proceed with discontinuance, the Company shall advise the customer of formal and informal procedures available before the Commission. The Company may then discontinue service if proper notice has been given.

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~~E.~~ F. MISAPPLICATION OF SERVICE

In case electric energy supplied by the Company to the customer is misused or misapplied by the customer so as to cause unsatisfactory conditions affecting the quality, safety or continuity of service to other customers, the Company shall discontinue the service unless within reasonable time, conditions complained of are remedied or discontinued by customer, provided, however, Company reserved the right to discontinue service without any notice if the misuse of electric energy causes a dangerous condition or failure of service to other customers.

G. RESELLING OR REDISTRIBUTING SERVICE

The Service furnished is for the sole use of the customer; customer shall not sell or re-deliver electric service to any other person without the written consent of Company. In case electric energy supplied by the Company to the customer is resold without the consent of the Company, service shall be discontinued after two (2) days' notice and shall not be restored until customer has arranged to discontinue the reselling or redistribution of the service. If service is required to be discontinued for this cause, a reconnection charge shall be required to be paid before service is restored.

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Sheet 1 of 58 SheetsVI. CUSTOMER'S SERVICE OBLIGATIONSA. LIABILITY PROVISIONS1) Interruption of Servicea. Liability of Customer

The Company will use reasonable diligence in furnishing a regular and uninterrupted service but in case such service should be interrupted, or fail by reason of an act of God or public enemy, war, accidents, strikes, or their equivalent, legal process, state or municipal interferences, breakdowns or injury to the equipment of the Company or extraordinary repairs, the Company will not be liable in damages for any such interruption of service.

b. Emergency Repairs

Company reserves the right to shut off supply of electric energy at any time when such action is necessary for the purpose of making repairs or in case of any emergency. In such case, Company shall make every reasonable effort to restore service at the earliest possible moment. An interruption of service will not relieve eCustomer from any charges for service which has actually been rendered.

2) Liability for Leakage and Damage

The Company will not be liable for any loss, damage or injury whatsoever caused by loss of electric energy after same has passed through the Company's meter herein defined as "point of delivery", nor for defects in the customer's wiring, or appliances.

3) Liability

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

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If the Company has in effect more than one applicable rate schedule, Ccustomer in order to secure the benefit of any rate must use service for purposes and in accordance with conditions specified in the schedule for such rate. Customers using service for purposes not permitted in rate schedule specified in service application may be required to execute new service application referring to the proper rate schedule. The Company reserves the right to re-bill for service rendered under the rate schedule applicable thereto for the period during which such service was in effect.

C. COMPLIANCE WITH RULES & REGULATIONS

All service furnished to customer shall be in accordance with these rules and regulations, and in case a customer fails to conform to such rules, the Company may after five (5) days notice in writing (unless otherwise provided for herein), discontinue service unless within such time conditions complained of are remedied. Such notice shall specify the cause of the default and the Company shall cooperate with the customer in suggesting the proper remedy. If service is so discontinued, a reconnection charge may be required to be paid before service is restored.

1) Urban Rules

The Company's rules applying to urban service, except as herein modified, shall also apply to rural service.

D. SPECIFICATIONS OF ELECTRIC SERVICE

The type of electric service which will be furnished to the customer will depend on the location, size, and type of load to be served. It is necessary that the customer obtain~~obtains~~ from the local office of the Company the phase and voltage of the service that is to be furnished before proceeding with the purchase of motors, or special equipment, or the installation of wiring for the same.

A copy of the Company's Rules and Regulations, as on file with the State Corporation Commission, are kept in each local office of the Company, and customers may pursue these rules at any time during office hours.

When a customer proposes to acquire equipment for operation from existing circuits they should determine the voltage, phase and frequency for which such equipment is designed.

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The customer shall use the electric service supplied by the Company with due regard to the effect of such use on the Company's electric service to its other customers and on the facilities and equipment of the Company. The Company may refuse to supply electric service or may suspend electric service to a customer, without notice, if the customer's installation is in an unsafe or dangerous condition or is so designed or operated as to disturb the electric service supplied by the Company to other customers. Welding machines, large hoists, x-ray machines, primary capacitors, electric furnaces, equipment with excessive starting currents or intermittent or rapidly fluctuating load characteristics which adversely affect load regulation, and any experimental or unusual electric devices are expressly designated as disturbing uses and shall not be connected, except upon such prior special arrangements as may be made with the Company.

1) Motors and Equipmenta. General

In order that service to other lighting customers may not be unduly affected, the following limitations on motor starting current, type and size of motors, and other current using equipment are necessary, the latest IEEE standard for power quality must be followed.

For new applications, the Company renders 60 cycle service from circuits of the following characteristics:

 i. Single-phase, 3 wire, 120/240 volts.

 ii. Three-phase, 4 wire, wye 120/208 volts.

 iii. Three-phase, 4 wire, wye 277/480 volts.

 Service provided at primary voltages will be supplied where conditions warrant. It is particularly important that the Company be consulted in these cases. The Company will designate the type of service based on the location, size and nature of the proposed load, and its relation to the Company's facilities.

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~~Service as listed in (a) above is available generally. Three-phase service is supplied from Company's distribution circuits and may not be generally available except in commercial districts. Prior checking with the Company will determine the availability of this service.~~

Customers and contractors contemplating the purchase and/or installation of any three-phase motor or any single-phase motor larger than five-ten (510) horsepower, or a welder, should obtain from Company representative written information relating to the character of service available at the address of such proposed installation.

All motors served from primary distribution voltage shall have starting currents limited to a value which will not cause more than a 2% voltage dip, as measured on the primary side of the service transformer.

b. Motors

~~Individual single-phase motors rated at five horsepower or less will ordinarily be permitted at any point where electrical service is available. Individual single-phase motors larger than five horsepower, 240 volts will be connected upon special approval of the Company.~~

~~All individual motors of five horsepower or over should be three-phase where service can be obtained by direct connection with existing three-phase lines or a reasonable extension thereof.~~

~~Three-phase motors totaling less than five horsepower will ordinarily be allowed only when used in conjunction with a larger three-phase load.~~

c. Motor Starting Devices

i. ~~A motor may be started "across-the-line" if its total starting current does not exceed the limitations given below.~~

ii. ~~Manual, reduced-voltage autotransformer type starters may be used for motors requiring higher starting currents, provided the current taken on either the starting or the running step and measured on the line side of the starter does not exceed the limits listed.~~

iii. ~~Where these limitations cannot be met, it will be necessary to use an automatic reduced-voltage starter which will increase the current gradually or in steps to the value required to start the motor without breaking the circuit during the starting operation. When a motor starter is used, one second or more must be allowed on each step.~~

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SOUTHERN PIONEER ELECTRIC COMPANYSchedule: R&R Customers

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d. Allowable Motor Starting Currents on Overhead Systems

Definition: Starting current is defined as the locked rotor current at nameplate voltage, of a single motor or a group of motors starting simultaneously.

i. Motors served from 120 volt, single-phase circuits shall have starting currents not to exceed 50 amperes at rated voltage.

ii. Motors served from 240 volts, single-phase circuits shall have starting currents not to exceed 125 amperes at rated voltage.

iii. Motors served from 480 volt three-phase wye circuits shall have starting currents not to exceed 325 amperes.

iv. All motors served from primary distribution voltage shall have starting currents listed to a value which will not cause more than a 2% voltage dip, as measured on the primary side of the service transformer.

2) Communications

— The Company will not be required to furnish service to radio and television transmitting stations unless the customer provides and maintains adequate devices, to be approved by the Company, for the protection of meters, transformers, and other apparatus owned by the Company. Amateur transmitting stations, in which the energy change during keying exceeds 500 watts, shall not be connected to house-lighting services. Special service for such installations may be secured by making application to the Company's office.

In no case shall radio, television transmitting or receiving aerials be attached to the Company's poles or cross the Company's lines.

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3) — Current Fluctuation Control

~~— The operation of large flashing signs, welders, and furnaces, dielectric and induction heaters, radio and television transmitters, x-ray equipment, reciprocating compressors and similar apparatus having intermittent flow of large currents sometimes interferes with other users of the electric service. The customer shall consult the Company in each case so that the character of electric service that will be supplied, the corrective equipment needed, and other special precautions, that must be taken, will be mutually known factors before such apparatus is placed in use. Such corrective measures shall be installed by the customer and the results acceptable to the Company.~~

4)2) Protective Control Equipment

~~— Three-phase motors operating elevators, cranes or similar equipment which would cause damage due to a reversal of motor rotation shall be protected with reverse phase relays, circuit breakers or similar devices designed to disconnect the motor from the line in case it should receive single-phase or reverse phase power. In addition, mechanical devices shall be installed to prevent damage due to travel of the driven mechanism in the wrong direction.~~

In all cases the customer should install and maintain the devices necessary to adequately protect his equipment and process during periods of abnormal service conditions or failure of part or all of the service supply.

E. — THERMAL REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL ELECTRIC SERVICE1) — Thermal Treatment

~~— Standards specified hereunder shall be effective on and after November 1, 1979, for all new service provided for residential dwellings and commercial buildings for which the foundations have not been completed on November 1, 1979. Before connection or attachment of service to a new residential dwelling or new commercial building, the utility shall require a certificate from the owner that the structure meets the standards set forth therein. Further, the owner will attach supporting statements from the architect and contractor, if either or both such persons were employed in the design and construction of the new residential dwelling or commercial building. Compliance with such certification is required for permanent Utility Service.~~

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~~a. — A new residential dwelling must be equipped with storm windows and storm doors or other satisfactory window and door thermal treatment. Total heat loss, based on the ASHRAE Handbook of Fundamentals, of a new residential dwelling shall not exceed 35 BTU's per square foot per hour of floor area of heated finished living space at a design temperature differential of 80 degree Fahrenheit with a maximum of 1 1/2 air changes per hour.~~

~~b. — New commercial buildings must be constructed so heat transmission loss of heated areas, based on the ASHRAE Handbook of Fundamentals, does not exceed 350 BTU's per square foot per hour of floor area based on a design temperature differential of 80 degrees Fahrenheit.~~

~~c. — All installed air conditioning systems, on and after November 1, 1979, shall have an energy efficiency ratio of 8.0 BTU's or more of cooling capacity per watt hours of input or seasonal energy efficiency ratio of not less than 8.0. All heat pump systems, on and after November 1, 1979, shall have an energy efficiency ratio of 7.5 BTU's or more of cooling capacity per watt hours of input.~~

~~— The method of determining SEER or EER shall be in accordance with the requirements of DOE as found in 42 FR 60150 - 60157 (November 25, 1977) and as amended by any subsequent regulations of DOE. Determining the compliance of a condensing unit will be its rating when tested in accordance with the Department of Energy procedures with the evaporator coil most commonly sold with that condensing unit.~~

~~d. — Air conditioning systems having an energy efficiency ratio (EER) of 8.0 BTU's and heat pump systems having an EER of 7.5 BTU's or more cooling capacity per watt hours of input based on the previous ARI Standards are acceptable for installation in new residential dwellings or new commercial building for the period beginning on November 1, 1979 through October 31, 1980.~~

FE. SERVICE PREVIOUSLY INSTALLED

If service is installed and approved, Company will install metering equipment upon application for service and compliance with Company's rules and regulations. herein set forth in regard to deposits and service requirements.

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GF. CUSTOMER'S WIRING

Where Company's rate schedules provide for separate metering of different classes of service, customer's wiring shall be so arranged that each class of service can be metered separately. Not more than one set of service wires will be run to one building or premises for each class of service furnished to customer.

GH. SERVICE FOR LARGE USE CUSTOMERS

Because business establishments, whether Commercial or Industrial, will each have their own particular electrical needs, varying greatly in their size and characteristics, it is essential that details of each installation be discussed at an early date with the Company. Based upon this information, the Company will specify the service voltage and arrangement and guide the customer in selection of proper service equipment.

I. DEFECTIVE EQUIPMENT AND INTERRUPTED SERVICE

The customer is responsible for the safe operating condition of their building wiring and the appliances attached thereto. If wires or equipment in or about the customer's premises are found in an unsafe condition, the customer shall open his service switch immediately to shut off the flow of electric energy and notify the Company's office at once. Defective appliances shall be disconnected at once and properly repaired before using again. In case of interruption of service, customer shall notify the Company immediately.

I. ACCESS TO CUSTOMER'S PREMISES

The Customer shall give the duly authorized agents and employees of the Cooperative company full and free access to the premises of the Customer for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of the Cooperative company's facilities on the premises of the Customer, reading meters, or for any purpose incidental to the electric service supplied by the Cooperative company.

J. CUSTOMER'S INSTALLATION

Service entrances, switch boxes, service cabinets, switches, fuse blocks, conduit, wiring, connections, and other equipment, and the installation thereof for the reception, use, and control of electric energy by the Customer shall be of the type approved by the Company and shall meet the requirements of the National Electrical Code and comply with all state and municipal codes insofar as they apply.

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Any and all wiring, appliances, or equipment required to transform, control, regulate, or utilize beyond the point of delivery the electric service supplied by the Company which are furnished, installed, and maintained by the Customer shall be the sole responsibility of the Customer.

The Customer agrees to repair and replace when necessary, all wires and appurtenances furnished by the Customer for reception and use of electric service in a safe condition and in compliance with the National Electrical Code and all state and municipal codes insofar as they apply.

K. PROTECTION OF CUSTOMER'S EQUIPMENT


The Customer shall be responsible for determining whether the Customer's installation and all portions thereof, are and will be suitable for operation at the voltage, phase, and other characteristics of the class of service to be supplied by the Company.

The protection of the Customer's equipment is the full responsibility of the Customer. Any Customer desiring protection against interruptions, phase, failure, phase reversal, voltage variations, or other temporary irregularities or failure of part or all of the electric service shall, at his own expense, furnish on such Customer's installation such protective equipment.

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By


Lindsay A. Campbell
President & CEO

Stephen J. Epperson

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R UtilityReplacing Schedule R&R Utility

SERVICE AREA

(Territory to which schedule is applicable)

Which was filed February 4, 2021~~December 4, 2018~~

No supplement or separate understanding
shall modify the tariff as shown hereon.

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VII. UTILITY'S SERVICE OBLIGATIONSA. TYPE OF SERVICE

The service to be furnished under these rules shall be at available voltages, 120/240 volts, 60 cycle, single-phase, or three-phase where available.

B. CONTINUITY OF SERVICE

The Company will use reasonable diligence in furnishing a regular and uninterrupted service, but it shall not be liable in damages for any interruption of service due to accidents, legal processes, breakdown or injury to the equipment of the Company, or other conditions beyond the control of the Company.

C. TEMPORARY SERVICE

Service for any period of less than the regular contract period of five (5) years may be furnished at the request of the customer and the Company shall charge the energy rate approved in the most current Company Temporary Service tariff on file with the Commission ~~herein provided~~ and a minimum charge based on the cost of the construction to serve the temporary customer plus all labor costs of connection and disconnection of the customer. Connection of such temporary nature shall not affect the minimum charge of existing customers.

D. REQUEST FOR INVESTIGATION

The Company stands ready to render adequate and satisfactory service. If the customer feels that service is not satisfactory, the nearest office of the Company should be notified in order that a proper investigation may be made.

E. SAVING CLAUSES1) Rates

The rates under which the bills for services are rendered are the present legal rates of the Company on file with the Commission and are subject to change in manner authorized or permitted by Law.

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SOUTHERN PIONEER ELECTRIC COMPANY

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2) Rules and Regulations of the State Corporation Commission

These rules, regulations and conditions of service in no way supersede or modify any general rules or lawful orders of the Commission. If there is any conflict it shall be understood that the standard rules and regulations and the lawful orders of the Commission shall control, unless the Commission shall give approval of the Company's rules or regulations.

3) Franchise Provisions

If any rule or regulation herein shall conflict with the provisions of any franchise under which the Company is now operating or may hereafter operate in any municipality, then the provision of such franchise shall govern unless and until same shall have been changed by lawful order of the ~~State Corporation~~ Commission.

F. WAIVER OF REQUIREMENTS

The requirements contained in these standards may be waived in individual cases by the Commission upon written request by the utility and a showing that compliance with the requirement would serve the interests of neither the utility nor the customer.

G. MAINTENANCE AND REPLACEMENT OF SERVICES

Company will maintain and replace when necessary all service wires, and appurtenances furnished by Company to serve customer. Customer will maintain and replace when necessary all wires, and appurtenances furnished by customer for reception and use of electrical energy, and maintain them at all times in condition to render satisfactory service.

H. INFORMATION REGARDING LOCATION AND CHARACTER OF SERVICE

Upon request by any party interested therein, the Company shall furnish necessary information regarding the location of its distribution pole lines, service wires or underground wires, and the character of service available to any location. Company reserves the right for security and privacy purposes not to divulge system information to any party. However, pertinent information will be provided, on a case-by-case basis.

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I. CHARGES FOR WORK DONE ON CUSTOMER'S PREMISES

The Company shall charge for all material and labor furnished at customer's request in the replacement or repair of customer owned wiring or equipment. The Company shall not charge for any costs of replacements or repairs to equipment furnished and owned by the Company on customer's premises except when damage is due to negligence or misuse of customer or when moved at customer's request.

J. AVAILABILITY

Service under these rules shall be available to any new customer within such Company's certified territory and upon execution of a contract for a minimum period of 5 years.

K. SCHEDULE OF FEES SECTION

Applicable for customer charges under the Company's Rules and Regulations currently on file or as re-filed from time to time with the Kansas Corporation Commission.

	Bus. Hrs.	After Hrs. ^(A)
1) Connection Charge	\$8.00	\$16.00
Customers must be informed of after hours charges.		
2) Collection charge	\$15.00	
	Non-AMI	AMI
3) Disconnection charge	\$15.00	\$5.00
	Non-AMI	AMI
4) Reconnection charge	\$15.00	\$0.00
5) Meter Reading charge	\$15.00	40.00
6) Returned Check charge	\$30.00	
(Per KSA 60-2610)		

(A) ~~Customer must be informed of after hour charges.~~Issued February 4 2021

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President & CEO

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Replacing Schedule R&R UtilitySERVICE AREAWhich was filed December 4, 2018

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- | | |
|--|-------------------------------|
| 1. Collection Charge | \$15.00 |
| 2. Non-Pay Disconnection Charge
(For meters without remote disconnection capabilities) | \$15.00 |
| • <u>3.</u> Non-Pay Disconnection Charge
(For meters with remote connection capabilities) | \$5.00 |
| 3. <u>4.</u> Non-Pay Business Hours Reconnection Charge
(For meters without remote connection capabilities) | \$15.00 |
| • <u>5.</u> Non-Pay Business Hours Reconnection Charge
(For meters with remote connection capabilities) | \$0.00 |
| <u>6. Non-Pay After Hours Reconnection Charge</u>
<u>(For meters without remote connection capabilities)</u> | <u>\$130.00</u> |
| • <u>7.</u> Non-Pay After Hours Reconnection Charge
(For meters with remote connection capabilities) | \$0.00 |
| <u>8. Meter Reading Trip Charge</u>
<u>(For meter reading of Non-AMI meters & non-pay</u>
<u>meters without remote disconnection capabilities)</u> | <u>\$15.00</u> <u>\$40.00</u> |
| <u>9. Returned Payment Charge – a charge not exceeding</u>
<u>(The maximum provided by K.S.A. 60-2610) <u>Plus Other Bank Fees</u></u> | \$30.00 |
| <u>10. Other Bank Fees – Pass through charge not to exceed what the bank charged the Company</u>
<u>(Foreign Bank Fee, etc.)</u> | |

(A) Customer must be informed of after hour charges.

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By

Chantry C. Scott Executive Vice President/CFO

SOUTHERN PIONEER ELECTRIC COMPANY

Schedule: R&R Extensions

(Name of Issuing Utility)

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SERVICE AREA

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Sheet 1 of 56 SheetsSECTION 8.VIII. LINE EXTENSION POLICYA. SINGLE PHASE LINE AND SERVICE.

The Company will build the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single phase line per Customer under its established Rate Schedules. In the event the line extension exceeds one-quarter (1/4) mile per Customer, a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1.5%) of the construction cost of the intermediate line will be required.

B. MULTIPHASE LINE AND SERVICE.

Whenever the Company extends a multiphase line or converts an existing line to furnish multiphase service to any Customer in its territory under the filed Rate Schedules, a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1.5%) of the company's investment in facilities necessary to provide that service will be required. If customer wishes to not enter into contract, a lump sum payment will be required.

C. CONTRACT TERM.

As evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of at least five (5) years. After the initial contract period, the monthly minimum or monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

D. SPECIAL CONTRACTS FOR SERVICE.

(1) Notwithstanding any of the previous provisions, where it is necessary to make extensions or reinforce distribution lines to provide service such that in the sole judgment of the Company, the revenue to be derived from, or the duration of the prospective business is not sufficient under the above stated monthly Customer Charge to warrant the investment, the Company may require any or more of the following of the Customer before construction of equipment or facilities to supply service: (a) an adequate monthly Customer Charge calculated upon reasonable considerations, (b) a cash contribution in advance, and (c) an acceptable guarantee or bond.

A. EXTENSION OF URBAN DISTRIBUTION LINES1) Extension Charge

a. Company shall make extensions to its distribution system as and when necessary to serve any and all prospective customers located within corporate limits of city applying for such service, provided, however, that Company shall not be required to make any extension

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Sheet 21 of 56 SheetsE. EXTENSION CHARGE21) Basis of Determining Costs

The term cost or actual cost as used herein will be the actual cost plus taxes of material, labor and equipment required, excluding transferred equipment. Material cost will be the invoice cost of material plus warehouse and handling charges.

Labor charges will be the average hourly rates for personnel assigned to the job plus an appropriate percent to cover use of tools. An allowance for Supervision and Engineering will apply to all above charges.

Equipment will be the average hourly or mileage rates for trucks or special power driven equipment.

32) Determination of Free Limit

The distance of the Customer's premises from the nearest existing circuit of adequate capacity, sufficient and suitable to provide service to the customer and to other customers thereto connected shall be used in determining whether customer is entitled to a free extension. Distances shall be measured along streets and alleys or dedicated easements provided for utilities and not across private property.

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Sheet 23 of 5 Sheets43) Right-of-Way and Franchise Limitations

Company shall not in any case be required to secure private right-of-way for the purpose of making extensions of distribution pole lines, or other facilities to premises of prospective customers. If at the Companies discretion private Easement is required, customer is required to pay for said easement. In certain situations company will require customer to acquire said easement for the company (example would be an oil company where they are already acquiring easements). within the corporate city limits. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions requested, but will not undertake to make extensions on streets or alleys not covered by lawful franchise grants.

54) Additional Customers Extensions on Unimproved Streets and Alleys

~~Company shall not be required to construct any extensions of distribution pole lines in any streets or alleys for which the property lines, sidewalk lines and curb lines have not been established by the city, nor on any streets or alleys which have not been previously graded by the city except where, although the street or alley is ungraded, the grade shall have been established and the contour of the ground shall not be more than twelve (12) inches above or below the established grade at the proposed locations of Company's poles.~~

If, within five (5) years from the date when service is first established on an extension, additional customers are connected directly to the extension, or to any subsequent extension, then a new determination of average extension per customer served by the extension will be made. In such cases each new customer shall guarantee to the Company a customer charge based on the adjusted average total extension per customer served, and the guarantees of customers already being served by the extension shall be adjusted so that the guarantees of all customers served from the extension will be uniform; provided that no such redetermination shall be made as will increase the customer charge already established for and required from existing customers.

65) Extension - Property of Company

All extensions made under these rules shall at all times be and remain the property of Company.

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Sheet 42 of 5 Sheets7)6) Area Development

If the promoter, developer or owner of a development area request that Company construct its distribution system therein in advance of the completion of a substantial number of houses, Company may require a deposit from the promoter, developer or owner in sufficient amount to cover the cost of Company's distribution system, but the deposit shall be refunded without interest to the said promoter, developer or owner, proportionately, as the houses or buildings are constructed, occupied and connected to the distribution system during the succeeding five (5) years. Deposits not refunded within the five (5) year period shall be forfeited to the Company. It is the developers' responsibility to inform the Company when houses have been constructed.

B. EXTENSION OF RURAL DISTRIBUTION LINES1) Extension Charges

a. The Company will build the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase distribution system per Customer. In the event the line extension exceeds one-quarter (1/4) mile per customer,

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a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1-1/2%) of the construction cost of the intermediate line will be required.

b. Whenever the Company extends a multiphase line or converts an existing line to furnish multiphase service to any Customer in its territory under the filed Rate Schedules, a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1-1/2%) of the Company's investment in facilities necessary to provide that service will be required.

c. As evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of at least five (5) years. After the initial contract period, the monthly minimum or monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

2) Analysis of Extension

When one or more prospective rural customers make application for electric service, the Company will investigate the extension, ascertain the number of customers who can be advantageously served, the number who contract for service under the terms herein prescribed to determine if the extension is justified.

3) Additional Customers

If, within five (5) years from the date when service is first established on a rural extension, additional rural customers are connected directly to the extension, or to any subsequent extension, then a new determination of average extension per customer served by the extension will be made. In such cases each new customer shall guarantee to the Company a customer charge based on the adjusted average total extension per customer served, and the guarantees of customers already being served by the extension shall be adjusted so that the guarantees of all customers served from the extension will be uniform; provided that no such redetermination shall be made as will increase the customer charge already established for and required from existing customers.

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~~4) Rates for Cities and Villages Excluded~~

~~Nothing in these rules shall be deemed to determine the rates for electric service to cities, unincorporated towns or villages, summer resorts, summer cottages, or other closely grouped buildings, or to dance halls, roadside hotels, eating houses or refreshment stands or isolated filling stations, service to which is made available by the construction of a rural extension. The rates for such service are expressly reserved for separate consideration and adjustment in view of the particular facts and circumstances pertaining thereto.~~

~~5) Basis of Determining Costs~~

~~The term cost or actual cost as used herein will be the actual cost plus taxes of material, labor and equipment required, excluding transferred costs. Material cost will be in the invoice cost of material plus warehouse and handling charges.~~

~~Labor charges will be the average hourly rates for personnel assigned to the job plus an appropriate percent to cover use of tools. An allowance for Supervision and Engineering will apply to all above charges.~~

~~Equipment will be the average hourly or mileage rates for trucks or special power driven equipment.~~

~~36) Right-of-Way~~

~~The Company shall not in any case be required to secure private right-of-way for the purpose of making extensions of distribution pole lines.~~

~~4) Extension - Property of Company~~

~~All extensions made under these rules shall at all times be and remain the property of Company.~~

FC. DOUBTFUL OR UNUSUAL EXTENSIONS1) Doubtful Unusual Extensions

If, in the judgment of Company, the extension is of such length or requires unusual construction costs and the prospective business which may be developed by it is so meager as to make it doubtful whether the business from the extension will ever pay a fair return on the investment, Company reserves the right to refuse to make such extension requested until the matter shall have been referred to the Commission for investigation and determination as to the reasonableness of such extension. Typical example's are fence charges or small water wells. Homes will not fall into this category.

If the construction contractor/developer is responsible for the construction costs of the electrical service and is not the end use customer, C Contract term as referenced in Section VIII (C) is not available. Extension will be paid in advance before construction begins.

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2) Customer's Guarantee

When the Customer's load requirements are unusually large or otherwise necessitate a substantial investment by the Company in special or additional equipment or facilities to serve the customer requirements, the Company may require a service agreement to be for an initial term of more than one year and a deposit sufficient to secure the Company's investment. If terminated or canceled prior to fulfillment of the contract, the payment by the customer shall be forfeited in the amount as may be necessary to protect the investment of the Company.

D. EXTENSION OF DISTRIBUTION LINES FOR IRRIGATION1) Extension Charge

a. ~~Where the cost of extending service to the irrigation customer exceeds \$50.00 per horsepower connected, the Customer may remit, with the signed Contract for Line Extension, a lump sum payment equal to the additional cost of the added investment in such facilities. Otherwise a monthly Customer Charge equal to one and three-quarters percent (1-3/4%) of the additional cost of the added investment in such facilities will be required.~~

b. ~~If a lump sum payment was not remitted, as evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of five (5) years. After the initial contract period, the monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.~~

2) Basis of Determining Costs

~~The term cost or actual cost as used herein will be the actual cost plus taxes of material, labor and equipment required, excluding transferred equipment. Material cost will be the invoice cost of materials plus warehouse and handling charges.~~

~~Labor charges will be the average hourly rates for personnel assigned to the job plus an appropriate percent to cover use of tools. An allowance for Supervision and Engineering will apply to all above charges.~~

~~Equipment will be the average hourly or mileage rates for trucks or special power driven equipment.~~

3) Right-of-Way

~~The Company shall not in any case be required to secure private right-of-way for the purpose of making extensions of distribution pole lines.~~

4) Extension - Property of Company

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The point of delivery at which electric energy is furnished to customer will be at Company's meter on the customer's premises, unless the point of delivery is otherwise defined by agreement between Company and customer. The Company assumes no responsibility for damages incurred beyond the point where ownership of facilities change, unless such damages are found to be a result of Company negligence.

Company will furnish and install at its expense, all metering installations in accordance with the Company's normal practices for the installation of meter loops, meter receptacles, meters and related appurtenances.

B. SEPARATE METERING.

Where Company's Rate Schedules provide for separate metering of different classes of service for a single customer, Customer's wiring shall be so arranged that each class of service can be metered separately. Not more than one set of service wires will be run to one building or premises for each class of service furnished to the Customer. Each such installation shall be considered as a separate point of delivery and bills shall be separately calculated.

B. OUTSIDE METER INSTALLATIONS

1) Normally, only one service lateral will be made available to a customer's premises, not divided by fire wall construction. Exceptions may be made where a customer requires service of different voltage characteristics.


2) The type of construction and route of the service connection will be determined by the Company and the Customer.

3) Services will not be run from building to building.

4) The minimum service entrance and service equipment shall be single phase, three wire, 100 ampere. A variation will be permitted only after the prospective customer assures the Company, that a smaller service is adequate and the service will be supplying a total load of less than 3,000 watts. (Such as signs, signal lights and etc.)

5) Meters shall be located at a height of 5 feet to 6 feet above the finished grade.

6) The customer shall furnish, install, own and maintain all service entrance conductors, mounting equipment switches circuit breakers and service equipment

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9) — The Company may discontinue service to a customer and remove its facilities from the customer's premises, without notice, in case evidence is found that any portion of the Company's facilities has been tampered with in such a manner that the customer may have received unmetered service. In such event, the customer shall be required to bear all costs incurred by the Company for such alteration and for such protective equipment as, in the judgment of the Company, may be necessary.

C. SINGLE METERING OF A MULTIPLE BUILDING OPERATION

Customers operating a single enterprise under one ownership and management where the property is contiguous and not intersected by public property subject to the jurisdiction of a municipality or other tax supported public agency, may arrange for metering at a single point of delivery. For safety purposes, crossing of public property to accommodate a segmented portion of the customer's electrical requirements is not acceptable. Allowances will be considered in special circumstances with all disputes ultimately decided by the Kansas Corporation Commission.

D. INSIDE METERING INSTALLATIONS

If, in the judgment of Company's representatives, it is physically impracticable in some instances to install outdoor metering in accordance with Section IX, B, Sheet 1, herein, and if all of customer's wiring preceding the meters is in solid metal conduit, and if entrance switches, fuses, and all other appurtenances follow the meters in proper sequence, then indoor metering installation may continue to be used. If meters are installed in receptacles, the receptacles will be furnished by Company without charge.

Inside metering equipment hereafter installed shall be located in the basement or on the first floor as near as possible to the service entrance and in a clean, dry, safe place not subject to wide variations in temperature. No meter shall be placed in any location where its accuracy may be affected by vibration or exposure to the elements or in any location where the visits of the meter reader or tester shall cause annoyance to the customer. No meter shall be located at a height of less than five (5) feet or more than six (6) feet from the floor.


DE. LARGE POWER METERING

The metering of each large power customer shall be treated separately.

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Where building or premises are occupied by more than one customer, Company will set as many meters as there are separate applications for service, and will connect the meters to one or more sets of service wires. Building wiring shall be so arranged as to permit the installation of Company's meters adjacent to each other.

GF. METER SEALS

Seals will be placed by Company on all meters or meter enclosures, and such seals shall not be broken or disturbed by anyone other than authorized representative of Company.

HG. ACCURACY AND TESTS

The accuracy and testing of Company's meters shall be in accordance with ~~the rules of the Commission and franchise provisions, if any, applying thereto.~~ these general rules and regulations:

(1) Whenever any test by the Cooperative company of a watt hour meter, while in service or on its removal from service, shall show such meter to have an average error or more than two percent (2%) fast or two percent (2%) slow, the following provisions for the adjustment of the electrical service bill shall be observed:


A. The error found shall be considered for the purpose of these rules to have existed for not more than six (6) months preceding the test or for the time the meter has been in service at the location if less than six (6) months, or from the actual time the meter became damaged if such time can be positively determined and is less than six (6) months prior to the time of the test.

B. If the meter is found to be faster than allowable the Company shall refund to the Customer concerned any overcharge caused thereby during the period of inaccuracy of the meter as defined above. The actual error of the meter and not the difference between the allowable error and the error of the meter as found shall be used as the basis for calculating the refund.

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C. If the meter is found to under-register, the Company may render a bill to the Customer concerned for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as defined in the preceding paragraphs. Such action may be taken, however, only in cases where the bill for estimated inaccuracy amounts to ~~one~~five dollars (\$5.00) or more, and all such bills shall be conditional upon the Company's not being at fault for allowing the inaccurate meter to remain in service. The Company shall in no case render a bill for under-registration where a meter has been found to be slow, unless the particular meter has been tested in conformity with paragraph F. (1) of this Section.

D. In the case of a non-registering meter, which has been read by the Company during the period of non-registration, the Company shall not render a bill for estimated consumption extending over more than twice the regular interval between readings.

E. Company bears the cost of meter testing, however, a customer who requests a special meter test, on a meter that has been tested within the last 3 years, the customer may be required to pay a meter test charge if the meter is tested and found to be accurate.

F. DEMAND METERS. Whenever any tests, by the ~~Cooperativempany~~, of a demand meter while in service or on its removal from service shows such meter to be more that two percent (2%) in error, the provisions covering the adjustment of charges in the case of service watt hour meters shall be observed insofar as they are applicable. If the demand meter depends upon actuations from the watt hour meter or it's reading, the average error of the demand meter shall be determined from the heavy load accuracy of the demand meter itself.

G. SPECIAL METER TESTS. In the event a Customer requests the ~~Cooperativempany~~ to test a meter, the Customer shall deposit with the Cooperative a Meter Test Fee as filed in the Service Fees Rate Schedule. If the meter is found to be within the accuracy limits established, as referred to in paragraph F. (1) of this Section, the entire Meter Test Fee will be retained in order to help defray the ~~CooperativeCompany~~'s expense in testing the meter. In all other cases, the Meter Test Fee shall be refunded to the Customer.

I. CUSTOMER'S WIRING INSTALLATION

All service entrance wire hereafter installed shall be so located that the point of attachment for Company's service wires shall be not less than twelve (12) feet or more than twenty-five (25) feet above the ground line, except that in special cases Company may designate a particular point of attachment.

All services, appliances and appurtenances hereafter installed by customer shall be of types approved by the state and municipal codes insofar as they apply.

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By 
Stephen J. Epperson Lindsay A. Campbell
President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R MeteringReplacing Schedule ORIGINALWhich was filed November 21, 2013 ~~INITIAL~~

SERVICE AREA

(Territory to which schedule is applicable)

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Sheet 34 of 78 SheetsH. 1. CUSTOMER'S WIRING INSTALLATION

All service entrance wire hereafter installed shall be so located that the point of attachment for Company's service wires shall be not less than twelve (12) feet or more than twenty-five (25) feet above the ground line, except that in special cases Company may designate a particular point of attachment.

All services, appliances and appurtenances hereafter installed by customer shall be of types approved by the state and municipal codes insofar as they apply.

Service entrance wires at service end of conduit or cable shall be protected with weatherproof head so installed that the extended wires will slope downward to prevent the entrance of moisture, and shall be so located that the ~~ir~~ry and Company's service wires will be at least twenty-four (24) inches from other wires, downspouts, eavestroughs, etc., and will not be within reach of windows, porches, porch roofs, balconies or other easily accessible parts of the building. Such service entrance wires shall extend at least eighteen (18) inches beyond the weatherhead on conduit or cable and be so located as to be convenient for the attachment of Company's service wires.

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Service entrance, switch boxes, service cabinets, switches, fuse blocks, meter bases or sockets, conduit, wiring, connections and other equipment and the installation thereof for the reception and control of electric energy delivered to customer shall meet the requirements of National Electrical Code, and comply with the state and municipal codes insofar as they apply. In accordance with the ruling of the National Electrical Code, meter service boxes, conduits and wiring on customer's premises will be provided by the customer with an effective ground for the customer's protection. Grounding is to be provided by a ground rod and not by attachment to the water system or gas system. Such rod shall be at least 1/2" x 8' copperweld.

J. K.PROTECTION OF EQUIPMENT ON CUSTOMER'S PREMISES

All meters, transformers, wires, regulators, and other equipment installed by the Company at its own expense are the property of the Company, and under no circumstances shall any person not the representative of the Company connect or disconnect any meter, connect to a meter or disturb any wiring or service line between the meter and the Company's distribution system after the meter has been installed. Any infraction of this rule may be considered sufficient cause for discontinuance of service.

If the meters or other equipment belonging to the Company are damaged or destroyed due to negligence or misuse by customer or by any member of his~~their~~ family, or by any officer, agent or employee of customer, then the cost of necessary repairs or replacements shall be paid by customer.

~~Electricity shall be turned on only by an authorized agent of the Company after customer's installation has been approved and found to be in accordance with the conditions specified in Section IX, I, Sheet 3, hereof. All wiring and apparatus shall meet the approval of Company's inspectors and shall conform to the municipal codes, if any. Before the meter is set, all wiring must conform to Company specifications and any applicable municipal codes.~~

K. L.ACCESS TO CUSTOMER'S PREMISES

The Company's representative shall have free access to the premises of the customer at all reasonable hours for the purpose of reading the meter or inspecting the metering equipment and all other equipment relating to Company's service or for making the necessary repairs or tests to its equipment, or for removing its meter and equipment.

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No one except an agent of Company or one otherwise lawfully entitled to do so shall be permitted to remove or tamper with Company's meter or connections, or with any of the property of the Company on or about the customer's premises. If at any time the Company shall find that a meter or any wiring or electrical equipment or parts thereof, or other instrumentality between load side of meter and Company's distribution system used in furnishing service to the customer has been tampered with by anyone except an agent of Company or one otherwise lawfully entitled to do so, it shall be considered sufficient cause for discontinuance of service by Company.

M. N. CUSTOMER METER READING

The Company may request customers in sparsely populated areas to read their meters at intervals approximating the billing period. Requests for readings by the customer shall be on printed forms provided by the Company, such forms to contain instructions as to methods of reading. In the event the customer does not furnish a meter reading pursuant to this subsection for two consecutive periods, the Company may read the meter and charge the customer a meter reading charge as provided in rules and regulations filed with and approved by the Commission.

Meter readings by the customer, though used for billing purposes, shall not be considered final. Such customers' meters will be read at least once a year by the Company and an adjustment shall be made in accordance with Section VI, A, Index Number R6, Sheet 1. A final bill, when service is discontinued, must be based upon an actual reading by the Company, except as provided in Section IX, P, 1, e, Sheet 6, below.

O. STANDARD OF ACCURACY

~~Company will test its meters and maintain an accuracy of registration in accordance with good practice. Whenever, on periodic or any other tests, a meter is found to be in error of more than plus 2% or minus 3% at light load, or plus or minus 2% at heavy load, it will be suitably adjusted.~~

P. ESTIMATED USAGE

~~1) The Company may render a bill based on an estimated meter reading only if the estimating procedures employed by the Company and any substantial changes in those procedures have been approved by the Commission and the bill is rendered:~~

~~a. To seasonal customers, provided an appropriate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle;~~

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b. ~~When extreme weather conditions, emergencies, work stoppages, or other circumstances beyond the Company's control prevent actual meter readings;~~

c. ~~When the Company is unable to reasonably obtain access to the customer's premise for the purpose of reading the meter and efforts to obtain a customer reading of the meter, such as mailing or leaving pre-addressed forms upon which the customer may note the reading, are unavailing;~~

d. ~~When the customer does not furnish a meter reading as requested by the Company; or~~

e. ~~Notwithstanding paragraphs a. - c., the Company may also render a bill based on an estimated reading as a customer's final or initial bill only when;~~

i. ~~the customer so requests and any necessary adjustments are made to the bill upon a subsequent actual meter reading by the utility.~~

ii. ~~an actual meter reading would not show actual customer usage but is used in estimating usage, or~~

iii. ~~an actual meter reading cannot be taken because of a broken meter or other equipment failure.~~

f. ~~The Company may not, however, render a bill based on estimated usage for more than three (3) consecutive billing periods or six (6) months, whichever is less. Before rendering an estimated bill under paragraphs (a) and (b), the Company may request the customer to provide a meter reading upon pre-addressed forms.~~

g. ~~The Company may not render an estimated monthly bill more than a total of six (6) times per year.~~

h. ~~In situations where both the meter is inaccessible and the customer is not available to furnish a meter reading, Subsection P, the Company may render an estimated bill as necessary. Such customer's meter will be read at least once a year by the Company and an adjustment shall be made in accordance with Section IV (a). The Company may charge the customer a meter reading charge as provided in rules and regulations filed with and approved by the Commission.~~

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2) ~~When the Company renders an estimated bill in accordance with this section, it shall:~~

a. ~~Maintain accurate records of the reasons therefore and efforts made to secure an actual reading;~~

i. ~~Meter readers should not make field estimates of usage. Meter readers having specific knowledge of a customer's circumstances should relay that information to the billing department whose responsibility is to calculate estimates according to established guidelines.~~

b. ~~Maintain estimated bill records for at least 36 months and in the same manner as all other customer billing history.~~

c. ~~Clearly disclose on the bill that it is based on estimated meter reading by showing the entire word "Estimated"; and~~

d. ~~Make any appropriate adjustment upon subsequent actual reading of the meter.~~

3) ~~The Company may also render a bill based on estimated meter reading when the customer is paying under an average or level payment plan under which payments are based on an estimated or projected average usage if:~~

a. ~~The plan has been approved by the Commission;~~

b. ~~Actual meter readings are made, except as provided in Section IX, P, 1), Sheet 5, above; and~~

c. ~~The disclosures required by Section IV, A, Index Number R4, Sheet 1, are made.~~

4) ~~Proration~~

a. ~~Proration of fuel, power and energy cost adjustments is optional and shall be at the sole discretion of the Company.~~

i. ~~If these adjustments are prorated, each factor and estimated usage associated with the factor must be shown on the bill.~~

ii. ~~Fuel, power or energy cost adjustments must be prorated during the billing month in which a change in rates or tariffs becomes effective.~~

i.

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~~b. The Company shall prorate customer charges only in the following situations:~~

~~i. Connection or disconnection of service which causes the billing cycle to be outside of the range of 26 through 36 days.~~

~~ii. When rerouting of meter routes, for only those customers directly affected, causes the billing cycle to be outside the range of 26 through 36 day; and~~

~~iii. During the billing month in which a change in rates or tariffs becomes effective.~~

~~c. Proration for general changes in rates or tariffs.~~

~~i. The Company shall prorate customer's bills during the billing month a change in rates or tariffs becomes effective.~~

N. Q. MASTER METERING

Master metering is prohibited in new multi-unit residential dwellings, apartment complexes, and mobile home courts. Existing master metered facilities are not required to convert to individual metering unless renovation takes place and it is economically feasible to convert to individual meters. To fall within the definition of a renovated building, the cost of renovation shall be fifty percent or more of the value of the building. Exception to this shall only be granted by permission of the Commission. Master metering of residential dwellings is prohibited on a prospective basis on or after October 19, 1978.

1) Applicable

~~a. The prohibition of master metering shall apply to mobile home courts and apartment complexes. It shall apply to new units as well as renovated structures, where the renovation costs exceed the value of the building or structure by fifty (50) percent or more.~~

~~b. Residential dwellings master metered on October 19, 1978, may continue to be master metered subject to renovation as described in paragraph 1, above. If a commitment has been made by Company to provide other than separate metering to an owner or developer prior to October 19, 1978, separate metering will not be required, unless the commitment is not exercised by October 18, 1979.~~

~~c. The prohibition of master metering applies to any electric rate of Company in effect on October 19, 1978, which prior to October 19, 1978, would allow master metering of residential dwellings.~~

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SECTION 10. X. Parallel Generation Interconnection Regulations

A. APPLICABILITY

Applicable in the entire service territory and when an Parallel Generation Service Customer, (hereinafter "PGS Customer"), seeks to physically connect such PGS Customer's electric generation and interconnection facilities (hereinafter "Facilities") to, and may operate it in parallel with, the Company's Distribution System. ~~A PGS Customer who has Facilities that do not qualify for Simplified Interconnection pursuant to the Technical Requirements incorporated herein by reference may negotiate a separate Interconnection Agreement with the Company and the terms and conditions of these Rules and Regulations, (hereinafter "Rules") apply to such PGS Customers to the extent that the negotiated Interconnection Agreement does not conflict with these Rules.~~

B. PURPOSE

The purpose of these Rules are to implement uniform interconnection standards that are not unduly burdensome or expensive and also ensure safety and reliability, to the extent governing authority is not preempted by Federal law. These Rules state the terms and conditions that govern the Interconnection and Parallel Operation of PGS Customer's Facilities with the Company's Distribution System.

C. PROCEDURES

- Any PGS Customer seeking to physically connect Facilities to the Company's Distribution System, which Facilities may be used in Parallel Operation with the Company's Distribution System, shall comply with the Company's Small Generator Interconnection Procedures (SGIP), which procedures are substantially modeled after the FERC pro-forma Small Generator Interconnection Procedures. The SGIP is available for viewing on the Company's website, or upon contacting the Company, file an Interconnection Application (Exhibit A) and sign an Interconnection Agreement (provided by the Company) with the Company for Interconnection.
- For ~~f~~Facilities, ~~which the referenced Technical Requirements for Interconnection and Parallel Operation of Distributed Generation are applicable, that are owned and operated by the the PGS Customer and physically connected to the Company's Distribution system to serve a qualified metering point, and have shall -an executed a PGS Agreement (Exhibit B) Interconnection Agreement~~ complied with all applicable requirements of the SGIP, at, the PGS Customer will have the option to receive compensation take service from the Company under the applicable PGS rate rider, based on the size and type of Facility.
- To the extent possible, interconnection to the Company's Distribution System shall take place within the following time frames: set forth in the SGIP. SGIP- Small Generator Interconnection Procedure (SGIP). The SGIP is available upon contacting the Company.

~~a. Where the Company requires no construction and the Facilities qualify for the Simplified~~

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~~b. Where the PGS Customer has filed an Interconnection Application that does not meet the qualifications for the Simplified Agreement, pursuant to the Screening Process, contained in the system upgrades. The Company shall provide the cost of the studies, construction and system upgrades in a timely fashion to PGS Customer that complies with these Rules.~~

~~c. All Interconnection Applications, on Company supplied forms, shall be processed by the Company in a non-discriminatory manner. The Company shall promptly provide each PGS Customer a written Notice of the company's receipt of the Application within 10 business days after receipt of the forms.~~

~~d. The Company shall provide each PGS Customer with a copy of the Parallel Generation Screening Process and a target date for processing the Application. The Company must provide a written Notice within 15 business days of receipt of the Application if it is not complete. The Notice will contain a description of the information needed to complete the Application and a statement that processing of the Application cannot begin until the information is received.~~

~~e. Interconnection Applications will be processed in the order that they are received. It is recognized that certain Interconnection Applications may require minor modifications while they are being reviewed by the Company. Such minor modifications to a pending application shall not require that it be considered incomplete and treated as a new or separate application. Minor modifications would not include at least the following: changes in facility size or location; any change requiring a new impact study; any other substantive change.~~

~~f. If the Company determines that it cannot connect the PGS Customer's Facilities in a timely manner, the Company will notify the PGS Customer in writing of that fact as soon as possible. The notification will identify the reason or reasons Parallel Generation Service could not be performed within the time frames requested, and provide an estimated date for Parallel Generation Service.~~

**D. TECHNICAL REQUIREMENTS FOR INTERCONNECTION AND PARALLEL OPERATION OF PGS
CUSTOMER'S FACILITIES**

~~1. The Company shall maintain a copy of the Technical Requirements for Parallel Generation Service at its place of business such that the Technical Requirements are readily available to the public. The Company shall provide the Commission Staff with a copy of the Technical Requirements.~~

~~2. Standards adopted by IEEE shall supersede the applicable provisions of the Company's Technical Requirements effective the date that IEEE adopts such standards. However, any Interconnection made or initiated prior to the adoption of any national standard promulgate by IEEE shall be grandfathered. Regarding any IEEE minimum standard, or any guideline that the IEEE may promulgate, the Company may amend the Technical Requirements to the minimum extent required to address unique local conditions, and shall provide such amendments to the Staff and make such amendments available to the Customers. All Technical Requirements for Interconnection, including superseding standards adopted by IEEE, are incorporated herein by reference.~~

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~~E. METERING~~

~~1. The need for additional revenue metering or modifications to existing metering will be reviewed on a case-by-case basis and shall be consistent with current Company metering requirements. Any metering installation, testing, or recalibration required by the installation of the PGS Customer's Facilities equipment shall be provided by the Company. The PGS Customer shall furnish a suitable location for the Company-owned metering equipment.~~

~~2. Generally either a single meter with bi-directional capability or two meters measuring bi-directional consumption will be required and supplied by the Company. The PGS Customer will be required to supply a meter to measure the PGS Customer's total generation output. Any PGS Customer may be required to furnish communications and equipment for remote interrogation of metering applications.~~

~~F. LIABILITY INSURANCE~~

~~At the time the PGS Customer executes the Interconnection Agreement, the PGS Customer must provide the Company with proof of insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to the Rules. At no time shall the Company require that the PGS Customer to negotiate any policy or renewal of any policy covering any liability through a particular insurance company, agent, solicitor, or broker.~~

~~G. SYSTEM IMPACT AND FACILITIES STUDIES~~

~~1. In instances where Impact and Facilities Studies are required, the scope of such studies shall be based on the characteristics of the particular Facilities to be interconnected and the Company's Distribution System at the specific proposed location. By agreement between the Company and the PGS Customer, studies related to Interconnection of the Facilities may be conducted by a qualified third party. The cost of these studies performed by the Company shall be included in the costs set forth in the Interconnection Fees section of these Rules, as stated below.~~

~~2. The Company shall provide the PGS Customer for Parallel Generation Service with a target date for completion of any required system impact or facilities study. The applicable results of any such study conducted by the Company shall be shared with the PGS Customer.~~

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THE STATE CORPORATION COMMISSION OF KANSAS

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SOUTHERN PIONEER ELECTRIC COMPANY

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D.H. APPLICATION FEES

1. The Company shall charge each PGS Customer that applies for Parallel Generation Service the following non-refundable Interconnection Application fee, payable at the time the Interconnection Application is submitted:

Commercial Non-refundable Interconnections fees: \$912.00 500.00

Residential Non-refundable Interconnection Fees: \$100

~~2. In addition to the non-refundable Interconnection Application fee, if the Application requires Supplemental Review (based on the Parallel Generation Screening Process contained within the Technical Requirements) the PGS Customer shall also pay the following non-refundable fee:~~

~~Non-refundable Supplemental Review fee: \$456.00~~

~~3. In addition to the Application fee and the Supplemental Review fee (if applicable), those Applications as identified by the Parallel Generation Screening Process pursuant to the Technical Requirements may require a System Impact Study and a Facilities Study to be completed, the following fees will apply:~~

~~Study fees: \$2 /kW deposit~~

~~4. The Company shall apply such deposit to the Company's actual costs associated with the Interconnection and all necessary studies. If such costs are greater than the amount of the deposit, the PGS Customer shall pay such additional costs to the Company. If such costs are less than the amount of the deposit the Company shall refund the balance of the deposit to the PGS Customer.~~

E.I. CONSTRUCTION OR SYSTEM UPGRADE FEES

If the Interconnection requires construction or an upgrade of the Company's Distribution System which, without the PGS Customer's Facilities would not be required, the PGS Customer will be required to pay the actual costs of providing service to this location.

Non-refundable construction estimate fee: \$456.00

F.J. RESOLUTION OF DISPUTES

The Company or PGS Customer may seek resolution of any disputes, which may arise out of these Rules, including the Interconnection ~~and the referenced Technical Requirements~~ in accordance with the Commission's Rules or State statutes.

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K. EXHIBIT A

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION WITH THE COMPANY'S
DISTRIBUTION SYSTEM

Return Completed Application to: SOUTHERN PIONEER ELECTRIC COMPANY410 S High St.Dighton, KS 67839

Customer's Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Cell Phone Number: _____ E-Mail Address: _____

Service Point/Location Address: _____

(Section, Township, Range) _____

Information Prepared and Submitted By: _____

(Name and Address) _____

Note: The Application will not be processed without payment of the application fee as described in Section H of
the Parallel Generation Interconnection Regulations.

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DESCRIPTION OF PROPOSED INSTALLATION AND OPERATION

~~Give a general description of the proposed installation; including a detailed description of its planned location how you plan to operate the system. Enclose a Section Map indicating the exact point of common coupling.~~

~~The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated for interconnection with the Company's Distribution System.~~

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (@95 F at location): _____

Kilovolt-Ampere Rating (@95 F at location): _____

Power Factor: _____

Voltage Rating: _____

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Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power? _____ Yes _____ No

If Yes, maximum amount expected: _____

Expected Energizing and Start-up Date: _____

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby,
back-up, other) (please describe) _____

Will Standby or Supplemental Service be required? _____ Yes _____ No
(if yes a separate supply/standby/supplemental agreement will be required before commencement of operations)

One-line diagram attached? _____ Yes _____ No

Have testing results been supplied to the Company documenting conformance with the Company's technical
requirements? _____ Yes [Note: Requires a Yes for an Application to be considered complete.]

Have all necessary government permits and approvals been obtained for the project prior to this application?
_____ Yes [Note: Requires a Yes for an Application to be considered complete.]

Have the generator Manufacturer machine characteristics been supplied to the Company?
_____ Yes [Note: Requires a Yes for an Application to be considered complete.]

Have the layout sketch showing lockable, "visible" disconnect device been supplied to the Company?
_____ Yes [Note: Requires a Yes for an Application to be considered complete.]

DATE: _____ [CUSTOMER NAME]

(Signature)

By: _____

Title: _____

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L. EXHIBIT BINTERCONNECTION AGREEMENT FOR PARALLEL GENERATION SERVICE

This Interconnection Agreement herein after ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the undersigned, Southern Pioneer Electric Company, hereinafter, ("Company"), and _____ herein after ("PGS Customer").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, PGS Customer and Company mutually covenant and agree with the following:

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the PGS Customer agree that one or more generating facility or facilities of _____ kW to be interconnected at 35,000 volts or less, including interconnection facilities ("hereinafter collectively referred to as "Facilities") may be interconnected to the Company's Distribution System, as described in Appendix A. This Agreement does not authorize the PGS Customer to export power, or constitute an agreement to purchase, or wheel the PGS Customer's power. Other services that the PGS Customer may require from Company, or others, will be covered under separate agreement(s).
2. **Establishment of Point(s) of Interconnection** -- Company and PGS Customer agree to interconnect their Facilities at the locations specified in this Agreement, in accordance with the Company's Rules and Regulations (hereinafter "Rules"), including the Company's Technical Requirements referenced in such Rules, or any successor Rule addressing interconnection standards, and as described in the attached Appendix A (the "Point(s) of Interconnection").
3. **Responsibilities of PGS Customer**
 - a. PGS Customer will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, the Facilities which it now or hereafter may own unless otherwise specified on Appendix A. PGS Customer shall conduct operations of its Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. PGS Customer agrees to cause its Facilities to be constructed in accordance with any applicable safety and performance standards including but not limited to those established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, American National Standards Institute, and Underwriters Laboratories, in effect at the time of construction.

Issued November 21 2013
Month Day Year

Effective November 21 2013
Month Day Year

By



Stephen J. Epperson

President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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- ~~b. PGS Customer covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its Facilities so as to reasonably minimize the likelihood of a disturbance, originating on the Facilities of the PGS Customer, affecting or impairing the Company's Distribution System.~~
- ~~c. Company will notify PGS Customer if there is evidence that PGS Customer's operation of the Facilities is causing disruption, deterioration of service or other damage to the Company's Distribution System.~~
- ~~d. The PGS Customer shall provide the Company with proof of Insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this Agreement at the time this Interconnection Agreement is executed.~~
- ~~e. PGS Customer will immediately notify Company of any emergency or hazardous condition or occurrence relating to the PGS Customer's Facilities.~~

~~4. Limitation of Liability and Indemnification~~

- ~~a. Neither Company nor PGS Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.~~
- ~~b. The Company shall not be liable to the PGS Customer for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the PGS Customer or for the PGS Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the PGS Customer or a third person. The limitations of liability provided in this paragraph do not apply in cases of gross negligence.~~
- ~~c. PGS Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from PGS Customer's negligence in connection with the design, construction or operation of its Facilities as described on Appendix A. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person.~~

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d. ~~Company and PGS Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the PGS Customer's Facilities. PGS Customer assumes all responsibility for the electric service supplied hereunder and the Facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the Facilities provided by PGS Customer.~~

e. ~~For the mutual protection of the PGS Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the PGS Customer's service entrance conductors to be energized.~~

f. ~~Neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the PGS Customer or leased by the PGS Customer from third parties, relating in any way to PGS Customer's Facilities.~~

5. ~~Right of Access, Equipment Installation, Testing, Removal & Inspection~~

a. ~~Upon reasonable notice, the Company may send a qualified person to the premises of the PGS Customer at or immediately before the time the Facilities first produce energy to inspect the interconnection, and observe the Facilities' commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit.~~

b. ~~PGS Customer shall perform operational testing and inspection of the Facilities prior to interconnection. No fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection Interconnection, PGS Customer shall notify Company of such activities. Testing and inspection shall occur on a Business Day. Company may send qualified personnel to the site of the Facilities to inspect the Facilities and observe any testing of said Facilities. PGS Customer shall provide Company a written test report when such testing and inspection is completed.~~

c. ~~Upon Completion of such operational testing and inspection and receipt of the written report, Company shall provide to PGS Customer written acknowledgment that it has received PGS Customer's written report, provided however, any such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by Company of the safety, durability, suitability, or reliability of the Facilities or any associated control, protective, and safety device owned or controlled by PGS Customer or the quality of the power produced by the Facilities.~~

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~~d. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to PGS Customer's premises and Facilities for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.~~

~~e. Company reserves the right to require remote access of PGS Customer's system for the purpose of monitoring and control at the Point of Common Coupling. The PGS Customer will be responsible for the costs of providing the remote monitoring and control as required by Company.~~

6. Disconnection of Facilities

~~a. PGS Customer retains the option to disconnect from Company's Distribution System. PGS Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless PGS Customer exercises rights under Section 7.~~

~~b. PGS Customer shall disconnect its Facilities from the Company's Distribution System upon the effective date of any termination under Section 7.~~

7. Temporary Disconnection

~~a. **Emergency Conditions.** Under emergency conditions, Company shall have the right to immediately suspend Parallel Generation Service and temporarily disconnect the PGS Customer's Facilities. Company shall notify PGS Customer promptly if it becomes aware of an emergency condition that affects the PGS Customer's Facilities or the Company's Distribution System that may reasonably be expected to affect PGS Customer's operation of its Facilities. PGS Customer shall notify Company promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Company's Distribution System, and promptly disconnect, until a safe solution can be determined for reconnection.~~

~~b. **Routine Maintenance, Construction and Repair.** Company shall have the right to interrupt Parallel Generation Service or curtail the output of the PGS Customer's Facilities and temporarily disconnect the PGS Customer's Facilities from Company's Distribution System when necessary for routine maintenance, construction, and repairs of Company's Distribution System. Company shall provide PGS Customer with five Business Days notice prior to such interruption. Company shall use its best efforts to coordinate such reduction of temporary disconnection with PGS Customer.~~

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c. ~~**Forced Outages.** During any forced outage of PGS Customer's Facilities, Company shall have the right to suspend Parallel Generation Service to effect immediate repairs of Company's Distribution System, provided, however Company shall use its best efforts to provide PGS Customer with prior notice. If prior notice is not given, Company will provide PGS Customer written documentation after the fact explaining the circumstances of the disconnection.~~

d. ~~**Adverse Operating Effects:** Company shall notify PGS Customer that operation of its Facilities may cause disruption or deterioration of service to other customers served from the same electric system or if operating the PGS Customer's Facilities could cause damage to Company's Distribution System or Affected Systems. If, after notice to PGS Customer has been provided and a reasonable time to correct such adverse operating effect has elapsed, consistent with the conditions, and PGS Customer has failed to make such corrections, Company may disconnect the PGS Customer's Facilities. Company shall provide PGS Customer with five Business Days notice prior to such disconnection.~~

e. ~~**Modification of the Generating Facility.** PGS Customer must receive written authorization from Company before making any Material Modification to the its Facilities. If PGS Customer makes such modifications without Company's written authorization the latter shall have the right to temporarily disconnect its Facilities. Such authorization shall not be unreasonably withheld.~~

f. ~~**Reconnection:** The Parties shall cooperate with each other to restore the PGS Customer's Facilities and Company's Distribution System to their normal operating state as soon as reasonability practicable following any reduction or temporary disconnection.~~

8. ~~**Effective Term and Termination Rights--** This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated for the following reasons: (a) PGS Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the PGS Customer to generate energy from the Facilities in parallel with the Company's Distribution System within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving PGS Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.~~

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9. Governing Law and Regulatory Authority

a. ~~This Agreement was executed in the State of Kansas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.~~

b. ~~This Agreement is further subject to the Company's Parallel Generation Interconnection Rules and Regulations filed with the Kansas Corporation Commission ("Commission"), which may be changed from time to time upon receiving Commission approval.~~

10. ~~Amendment~~ -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

11. ~~Entirety of Agreement and Prior Agreements Superseded~~ -- This Agreement, including all attached Exhibits and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the Facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation:

[Specify any prior agreements being superseded, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.]

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President & CEO

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12. Notices -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) _____ If to Company:

(b) _____ If to PGS Customer:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 11.

13. Invoicing and Payment -- Invoicing and payment terms for services associated with this Agreement shall be consistent with applicable rules of the Commission. Fees shall be limited to the fees and deposits described in the Company's Rules and Tariffs as filed and approved by the Commission and which can be amended from time to time upon receipt of Commission approval, and attached to this Agreement as Appendix B, and such fees agreed to by the parties and attached to this Agreement as Appendix C.

14. No Third-Party Beneficiaries -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

15. No Waiver -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

16. Headings -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

17. Multiple Counterparts -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

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18. Dispute Resolution.

- ~~a. This Agreement has no effect on the ability of either party to file a jurisdictional complaint with the Commission. This Agreement is not a waiver by either party of any claim that would be jurisdictional for the Commission. Both parties to this Agreement may file jurisdictional complaints or other actions before the Commission. The parties to this Agreement shall resolve any dispute not jurisdictional to the Commission pursuant to the terms and conditions of this Agreement.~~
- ~~b. If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:~~
- ~~(i) A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.~~
 - ~~(ii) If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "Neutral") to act as a mediator. If the parties are unable to agree on the Neutral within twenty (20) days, they shall seek assistance in such regard from the CPR Institute for Dispute Resolution, Inc. ("CPR"). The fees of the Neutral and all other common fees and expenses shall be shared equally by the parties.~~
 - ~~(iii) The mediation may proceed in accordance with CPR's Model Procedure for Mediation of Business Disputes, or the parties may mutually establish their own procedure.~~

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~~(iv) The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within sixty (60) days, then, upon seven (7) days' written notice to the other party either party may request that the matter be referred to binding arbitration before three arbitrators, one of whom shall be named by Company, one by PGS Customer and a third of whom shall be named by the two arbitrators appointed by Company and PGS Customer, respectively. If either PGS Customer or Company fails to select an arbitrator within fifteen (15) days after receipt of written notice from the other of its election to submit a matter to arbitration and naming its arbitrator, the party giving such notice shall have the right to appoint an arbitrator for the party in default; and the two thus chosen shall then select the third arbitrator. The appointment of the third arbitrator, if not agreed upon within twenty (20) days, shall be made in accordance with CPR's Rules for Non-administered Arbitration then in effect. Said Rules shall govern any such proceedings. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall pay for the services and expenses of the arbitrator appointed by it and for its costs, expenses, and attorneys' fees, and all common costs incurred in connection with the arbitration, including fees and expenses of the third arbitrator and court reporter, shall be paid in equal parts by the parties hereto.~~

~~c. All negotiation and mediation proceedings shall be strictly confidential and used solely for the purposes of settlement. Any materials prepared by one party for those proceedings shall not be used as evidence by the other party in any subsequent arbitration; provided, however, the underlying facts supporting such materials may be subject to discovery. All arbitration proceedings shall also be strictly confidential.~~

~~19. **Severability.** The intention of the parties is to comply fully with all laws and public policies, and this Agreement shall be construed consistently with all such laws and public policies to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe any provision of this Agreement and holds that provision to be invalid, such invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.~~

~~20. **Relationship of Parties.** The relationship of the parties pursuant to this Agreement is contractual. This Agreement does not establish a partnership, joint venture, agency, or independent contractor or employer-employee relationship. Neither party shall have any authority or power to bind the other party, to create any liability against the other party, or to incur any obligations on behalf of the other party in any way or for any purpose, except as expressly authorized pursuant to this Agreement, and neither party shall hold itself out as having any such authority.~~

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Stephen J. Epperson

President & CEO

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~~21. Assignment; Successors in Interest. PGS Customer may transfer or assign its rights and obligations under this Agreement, with prior consent of the Company, which consent shall not be unreasonably withheld, to any PGS Customer that meets the criteria established by the Commission for Parallel Generation Service (PGS). The Company may transfer or assign its rights and obligations under this Agreement, with prior consent of PGS Customer, which consent shall not be unreasonably withheld, to another business, except that the Company may assign its rights and obligations under this Agreement to a parent company, affiliate, or subsidiary without the consent of the PGS Customer. Any assignee shall assume in writing all of the assigning party's obligations, covenants, and restrictions under this Agreement. The assigning party shall give the other party 45 days advance written notice of any requested assignment. In no event shall any assignment by either party release the assigning party of any of its obligations under this Agreement incurred prior to the date of such assignment. Subject to the preceding sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of the parties.~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives.~~

~~_____ [COMPANY NAME] _____ [PGS CUSTOMER NAME]~~

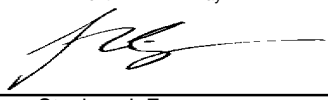
~~BY: _____ BY: _____~~

~~TITLE: _____ TITLE: _____~~

~~DATE: _____ DATE: _____~~

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~~M. Exhibit C - Parallel Generation Service Screening Process~~

~~(b)(1)~~

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Significance of Screens:

1. Is the Point of Common Coupling on a Radial System?

If the Point of Common Coupling is not on a radial distribution feeder, special considerations must be taken because of the design, protection and operational aspects of network distribution systems.

2. Is the Distributed Generation Capacity less than or equal to 100 kW three phase or 25 kW single phase and does the Interconnection Equipment meet the technical requirements including any pre-testing?

A supplemental review will be necessary if the Distributed Generation Capacity is larger than the 100 kW three phase or 25 kW single phase size limits or the Interconnection Equipment has not been tested as outlined to assure proper implementation of protective functions. Site commissioning tests may still be required in any event to insure that the system is connected properly and that the protective functions are working properly.

3. Is the Aggregate Distributed Generation Capacity, Including the Capacity of the New Interconnection Equipment, Less than 15% of the Peak Load on the Smallest Part of the Primary Distribution System which Could Remain Connected After Operation of any Sectionalizing Devices?

Low penetration of Distributed Generation will have a minimal impact on operation and load restoration. As the penetration increases the cumulative impact must be reviewed so a System Impact Study and possibly a Facilities Study will be necessary.

4. Is the Short Circuit Contribution of the Proposed Interconnection Equipment less than or equal to 2.5% at the Point of Common Coupling, and is the Short Circuit Contribution of the Aggregate Distributed Generation on the Feeder (including the New Interconnection Equipment) less than or equal to 10% on the high (Primary) voltage level nearest the Point of Common Coupling?

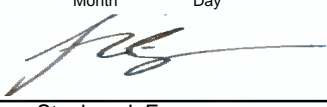
If the short circuit current contribution from the proposed Distributed Generation is small compared to the available fault current without the Distributed Generation connected, there will be no significant impact on the distribution system's short circuit duty, fault detection sensitivity and protective device coordination schemes.

5. Is Utility Construction Required?

Any required Utility construction would require agreement on the scope, the cost and the schedule for the work.

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Definitions

Distributed Generation Equipment - Includes any on-site distributed generation facilities, self-generators, small electric generation facilities and electric customer-generators.

Facilities Study - An engineering study conducted to determine the modifications to the existing utility system that will be required to accommodate the requested interconnection.

Point of Common Coupling - The point at which the distributed generation facility is connected to the shared portion of the utility system.


Short Circuit Contribution - The result of dividing the maximum short circuit contribution of the distributed generator(s) by the short circuit contribution available from the utility system without distributed generator(s), converted to a percentage.

Supplemental Review - Review of functional technical requirements to determine acceptability of interconnection equipment.

System Impact Study - An assessment to determine the ability of the existing utility system to accommodate the requested interconnection request.

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GN. Exhibit D - Technical Requirements for Parallel Generation Service-Small

1.0 APPLICABILITY

These rules apply to interconnection and parallel operation of DG (Distributed Generation) equipment ~~that, in sum, is rated 25kW or smaller single phase and 100kW or smaller three phase~~ on non-networked Company Distribution systems of 35kV or less.

2.0 CUSTOMER DESIGN REQUIREMENTS

For an interconnection to be safe to Company employees / equipment and to other customers, the following conditions are required to be met on DG equipment.

2.1. Parallel Generation Service (PGS) Customer DG facilities must meet all applicable national, state, and local construction, operation and maintenance related safety codes, such as the American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), National Electrical Code (NEC), National Electrical Safety code (NESC), Occupational Safety and Health Administration (OSHA), and Underwriters Laboratories (UL).

~~2.2. PGS Customer must provide the Company with a one-line diagram showing the configuration of the proposed DG system, including the protection and controls, disconnection devices, nameplate rating of each device, power factor rating, transformer connections, transformer impedance, and other information deemed relevant by the PGS Customer. If the proposed DG system does not pass the Parallel Generation Screening Process for a Simplified Agreement interconnection, additional information may be necessary from the PGS Customer and Company facilities changes may be required.~~

A visible disconnect located within 10 feet of meter.

~~2.3 DG Equipment must be equipped with adequate protection and control to trip¹ the unit off line during abnormal² system conditions, according to the following requirements:~~

~~¹To trip is to automatically (without human intervention required) open the appropriate disconnection device to separate the DG equipment from the power system.~~

~~²Abnormal system conditions include faults due to adverse weather conditions including but not limited to, floods, lightning, vandalism, and other acts that are not under the control of the Company. This may also result from improper design and operation of customer facilities resulting from non-compliance with accepted industry practices.~~

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Lindsay A. Campbell
President & CEO

/

SOUTHERN PIONEER ELECTRIC COMPANY

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~~2.3.1. Undervoltage or overvoltage within the trip time indicated below. By agreement of both the PGS Customer and the Company, different settings maybe used for the undervoltage and overvoltage trip levels or time delays.~~

<u>Voltage</u>	<u>Maximum Trip Time</u>
<u>Voltage < 50%</u>	<u>10 cycles</u>
<u>50% < Voltage < 88%</u>	<u>120 cycles</u>
<u>110% < Voltage < 120%</u>	<u>60 cycles</u>
<u>Voltage ≥ 120%</u>	<u>6 cycles</u>

~~2.3.2. Three phase generation must disconnect from the Company's system for loss of balanced three-phase voltage or a single phasing condition within the trip times indicated in 2.3.1 when voltage on at least one phase reaches the abnormal voltage levels.~~

~~2.3.3. Underfrequency or overfrequency within the trip time indicated below: All DG shall follow the associated Company frequency within the range 59.3 Hz to 60.5 Hz. By agreement of both the PGS Customer and the Company, different settings maybe used for the under frequency and over frequency trip levels or time delays.~~

<u>DG Size</u>	<u>Frequency Range (Hz)</u>	<u>Clearing Time (cycles)</u>
<u>≤ 25 kW</u>	<u>> 60.5</u>	<u>10</u>
	<u>< 59.3</u>	<u>10</u>
<u>> 25 kW</u>	<u>> 60.5</u>	<u>10</u>
	<u>< (59.8 – 57.0 (adjustable))</u>	<u>Adjustable (10 cycles to 300 sec.)</u>
	<u>< 57.0</u>	<u>10</u>

~~2.4. The Company requires DG equipment to have the following additional protection to avoid damage to the Company's system during normal, as well as abnormal system conditions.~~

~~2.4.1 Synchronizing controls to insure a safe interconnection with the Company's distribution system. The DG equipment must be capable of interconnection with minimum voltage and current disturbances. Synchronous generator installations, as well as other types of installations, must meet the following: slip frequency less than 0.2 Hz, voltage deviation less than ±10%, phase angle deviation less than ±10 degrees, breaker closure time compensation (not needed for automatic synchronizer that can control machine speed).~~

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~~2.4.2. A disconnect switch to isolate the DG equipment for purposes of safety during maintenance and during emergency conditions. The Company may require a disconnect device to be provided, installed by, and paid for by the customer, which is accessible to and lock-able by Company personnel, either at the primary voltage level, which may include load-break cutouts, switches and elbows, or on the secondary voltage level, which may include a secondary breaker or switch. The switch must be clearly labeled as a DG disconnect switch.~~

~~2.5. DG equipment must have adequate fault interruption and withstand capacity, and adequate continuous current and voltage rating to operate properly³ with the Company's system. A three-phase device shall interrupt all three phases simultaneously. The tripping control of the circuit-interrupting device shall be powered independently of the utility AC source in order to permit operation upon loss of the Company distribution system connection.~~

~~2.6. Test results shall be supplied by the manufacturer or independent testing lab that verify, to the satisfaction of the Company, compliance with the following requirements contained in this document⁴:~~

~~2.6.1 Over/Under Voltage Trip Settings~~

~~2.6.2 Over/Under Frequency Trip Settings~~

~~2.6.3 Synchronization~~

~~2.6.4 Harmonic Limits (tested at 25%⁵ of full load rating or at a level as close to the minimum level of rated output the unit is designed to operate as practical and at a level as close to 100% of full load rating as practical)~~

~~2.6.5 DC Current Injection Limits~~

~~2.6.6 Anti-Islanding~~

~~2.6.7 Prevent Connection or Reconnection to De-energized System~~

~~2.6.8 Unbalance current Trip Settings (For three phase DG installations)~~

~~2.6.9 Primary fault Trip Settings~~

~~2.6.10 Secondary fault Trip Settings~~

~~If test results are acceptable to the Company and if requested by a manufacturer, the Company will supply a letter indicating the protective and control functions for a specific DG model are approved for interconnection with the Company's distribution system, subject to the other requirements in this document.~~

³Properly, in this context, means within the acceptable utility or applicable industry established practices.

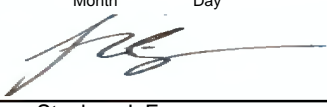
⁴For photovoltaic systems, a certification that the testing requirements of UL 1741 have been met may be used in place of these tests.

⁵If the device is not designed to operate at this level, then the test should be at the lowest level at which it is designed to operate.

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The PGS Customer must provide the Company a reasonable opportunity to witness site testing of any other protective and control functions ~~it deems necessary, required in this document, but not listed above.~~ The PGS Customer must provide the Company a reasonable opportunity to perform an inspection prior to the first paralleling of the generation equipment to install and/or verify correct protective settings and connections to the system.

~~2.7. Harmonics and Flicker: The DG equipment shall not be a source of excessive harmonic voltage and current distortion and/or voltage flicker. Limits for harmonic distortion (including inductive telephone influence factors) will be as published in the latest issues of ANSI/IEEE 519, "Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems." Flicker occurring at the point of common coupling shall remain below the Border Line of Visibility curve on the IEEE/GE curve for fluctuations less than 1 per second or greater than 10 per second. However, in the range of 1 to 10 fluctuations per second, voltage flicker shall remain below 0.4%. When there is reasonable cause for concern due to the nature of the generation and its location, the Company may require the installation of a monitoring system to permit ongoing assessment of compliance with these criteria. The monitoring system, if required, will be installed at the PGS Customer's expense. Situations where high harmonic voltages and/or currents originate from the distribution system are to be addressed in the Interconnection Agreement.~~

~~2.8. DC Injection from inverters shall be maintained at or below 0.5% of full rated inverter output current into the point of common coupling.~~

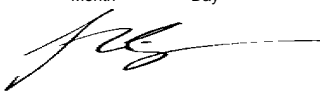
~~2.9. The DG's generated voltage shall follow, not attempt to oppose or regulate, changes in the prevailing voltage level of the Company at the point of common coupling, unless otherwise agreed to by the owners/operators of the DG and the Company. DG installed on the downstream (load) side of the Company's voltage regulators shall not degrade the voltage regulation provided to the downstream customers of the Company.~~

~~2.10. System Grounding: The DG system should be grounded in accordance with ANSI/IEEE 142 "Grounding for Industrial and Commercial Power Systems. The DG grounding system shall be sized to handle the maximum available ground fault current and designed and installed to limit step and touch potentials to safe levels as set forth in ANSI/IEEE 80 "IEEE Guide for Safety in AC Substations Grounding." All electrical equipment shall be grounded in accordance with local, state, and federal electrical and safety codes and applicable standards.~~

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~~2.11. System Protection: The PGS Customer is responsible for providing adequate protection to Company facilities for conditions arising from the operation of generation under all Company distribution system operating conditions. The PGS Customer is also responsible for providing adequate protection to their DG facility under any Company distribution system operating condition whether or not their DG is in operation. Conditions may include but are not limited to:~~

- ~~1. Loss of a single phase of supply,~~
- ~~2. Distribution system faults,~~
- ~~3. Equipment failures,~~
- ~~4. Abnormal voltage or frequency,~~
- ~~5. Lightning and switching surges,~~
- ~~6. Excessive harmonic voltages,~~
- ~~7. Excessive negative sequence voltages,~~
- ~~8. Separation from supply,~~
- ~~9. Synchronizing generation,~~
- ~~10. Re-synchronizing the PGS Customer's generation after electric restoration of the supply.~~

~~Protective devices required to permit safe and proper operation of the DG system while interconnected with the Company's distribution system are shown in figures at the end of this document.~~

~~2.12. Feeder Reclosing Coordination. In the case of a Company protection function initiating a trip of a Company protective device in reaction to a fault on the Company system, the DG unit protection and controls must be designed to coordinate with the Company reclosing practices of that protective device.~~

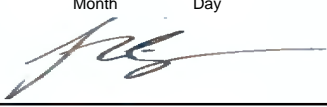
~~2.13. Unintentional islanding: For an unintentional island in which the DG and a portion of the Company's system remain energized through the point of common coupling, the DG shall cease to energize the Company's system within two seconds of the formation of an island.~~

~~2.14. The DG shall be designed to prevent the DG from being connected to a de-energized Company circuit. The PGS Customer should not reconnect DG to the Company's system after a trip from a system protection device, until the Company's system is re-energized for a minimum of five minutes. If the PGS Customer were to connect a backup generator, in the event to serve a critical load, they must open their main breaker or utilize a transfer switch prior to generator hook up, in order to ensure no back feed into the Company's distribution system. This is a critical safety requirement.~~

~~2.15. Voltage unbalance at the point of common coupling caused by the DG equipment under any condition shall not exceed 3% (calculated by dividing the maximum deviation from average voltage by the average voltage, with the result multiplied by 100).~~

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~~2.16. Current unbalance at the point of common coupling caused by the DG equipment shall not exceed acceptable limits as determined by common utility practice.~~

~~2.17. Revenue Metering requirements will depend upon the type of generation and the type of interconnection. Generally either a single bi-directional meter or two detented meters wire in series to capture energy flow in either direction will be installed by the Company. A dedicated, direct phone line may also be required to be supplied by the PGS Customer for Company use to read the metering. Additional monitoring may also be done through the meter and the dedicated, direct phone line. In some cases, the phone line requirement may be waived at the Company's discretion for smaller DG systems. The Company will supply, own, and maintain all the metering equipment necessary such as the voltage transformers, current transformers, by-pass switches, and meters.~~

~~2.18. Remote Monitoring requirements will depend upon the type and size of generation and the type of interconnection. The remote monitoring can usually be done via direct phone line communication. The Company may also require a specific RTU and/or protocol to match their remote monitoring system.~~

~~2.19. Where DG design dictates Company changes; the complete cost of such changes will be borne by the PGS Customer. These changes could include, but are not limited to, the addition of reclosers, circuit breakers, capacitors, voltage regulators, or protective relaying equipment, depending on the DG size, location, and impact on the Company's system.~~


3.0. CUSTOMER OPERATING PROCEDURES

- 3.1. If high-voltage, low-voltage, or voltage flicker complaints arise from other customers due to the operation of PGS Customer's DG, the PGS Customer may be required to disconnect their generation equipment from the Company's system until the problem has been resolved.
- 3.2. The operation of the DG equipment must not result in harmonic currents or voltages at the point of common coupling that will interfere with the Company's metering accuracy and/or proper operation of facilities and/or with the loads of other customers. Such adverse effects may include, but are not limited to heating of wiring and equipment, overvoltage, undervoltage, voltage flicker, communication interference, etc.
- 3.3. The PGS Customer must discontinue parallel operation when requested by the Company after reasonable prior notice except in an emergency, so that maintenance and/or repairs can be performed on the Company's facilities. In an emergency situation, the PGS Customer shall discontinue parallel operation as quickly as possible once directed to by the Company.

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4.0. DG INTERFACE TESTING

- 4.1. Testing of the DG interfaces is important for the protection of the PGS Customer, the Company, and other customers.
- 4.2. This section describes two separate and distinct tests. The Manufacturer's tests and the Verification tests, together, ensure that a proposed system meets the necessary technical and functional requirements and that the proposed system has been installed so that it operates properly.
- 4.3. At the time of production, all interface equipment, including inverters and discrete relays, must meet or exceed the requirements of the following ANSI/IEEE standards: C37.90, C37.90.1, C37.90.2, C37.98, C37.2, and C62.41, as well as the following IEC standards: 255-21-1, 255-22-2, and 255-5.
- 4.4. Manufacturers Testing — Requires the testing of the specific generating unit and protective equipment. It also requires the testing of additional units over time to demonstrate that product quality has not declined. The results of manufacturers testing should be provided on an equipment certification, or a trusted equipment database. After review of manufacturers testing results, the Company reserves the right to refuse connection of such device to the Company's distribution system.
- 4.5. After review of the initial application, if the Company deems that sufficient information about the system has not been provided; Company may request that type testing be performed by an independent testing lab to verify system. The Company and manufacturer will agree upon type testing procedure and test.
- 4.6. Manufacturers may elect to have systems comprised of utility grade relays and other devices type tested as complete systems to avoid the required utility review if they are not used.
- 4.7. Verification Testing — Is used to prove to the Company, and PGS Customer that the equipment is installed correctly, and functioning properly in regards to the Company interface. The testing will proceed with an equipment inspection, to verify equipment is as shown on the application. All verification test prescribed by the manufacturer shall be performed. If wires must be removed to perform certain tests, each wire and each terminal must be clearly and permanently marked. Verification testing shall be performed at least once every four years. The PGS Customer shall maintain copies of all verification tests reports for inspection by the Company.

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- ~~4.8. Because the electrical characteristics of each generating unit are unique, the test results for one generating unit are not permitted to represent the characteristics of all generating units, should more than one unit with the same design characteristics be installed. It is necessary to verify the operational capabilities for each generating unit for testing purposes.~~
- ~~4.9. Qualified individuals including professional engineers, factory-trained and certified technicians, and Company approved individuals. The Company reserves the right to witness verification testing or require written certification that the testing was successfully performed.~~
- ~~4.10. After the initial inspection, if the DG unit is determined to meet the interconnection requirements, then live testing can begin. Live testing will start with testing on parts of the protective equipment being demonstrated, before the generation is brought on line. Then the generation will be brought online, and other parts of the protective equipment will be demonstrated. While the unit is online checks will be made to verify proper protective equipment measurement, and measurement sources.~~
- ~~4.11. A measurement is to be made at the time of commissioning, while the unit is generating at a level that is better than 25% of it's nameplate rating, and is to include Voltage per leg, Current per leg, Real Power supplied per leg, Reactive Power supplied or taken per leg, and Power Factor per leg, on the generating unit, or each unit if more than one is installed. The measurements report must include the type of meter used to derive the measurements. A diagram of how the measurements are taken is suggested to speed the utilities acceptance. The power factor may be calculated based on same time readings of the Watts, and Vars. Watts and Vars are not to be calculated values. A copy of these measurements and testing report are to be delivered to the utility for review and acceptance. Should the testing procedure not follow the verification test procedure, or manufacturers verification test procedure, then a detailed explanation of reasoning must be included.~~
- ~~4.12. The acceptance of the verification testing gives the PGS Customer the approval of the Company for interconnection. It is not the acceptance of responsibility for the installation. It is a statement that the installation appears to be correctly installed. The PGS Customer is responsible for liability, and proper maintenance of the equipment.~~

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~~4.13. Verification testing is required if equipment is replaced, removed, added, damaged, programming is changed, or protective setting are altered in any way. PGS Customer shall notify the Company, in writing, prior to altering any equipment or settings. The PGS Customer shall also supply to the Company written documentation of the proposed changes as well as the newly completed verification tests.~~

~~4.14. All interface equipment must include a verification test procedure (unless otherwise noted in this document) as part of the documentation. Except for the case of small single-phase inverters as discussed later, the commissioning test must establish that the protection settings meet the interface requirements.~~

~~4.15. Single-phase inverters and inverter systems rated 25kVA and below may be verified upon initial parallel operation and once per year as follows: the PGS Customer shall operate the load break disconnect switch and verify the power producing facility automatically shuts down and does not restart for five minutes after the switch is closed. The PGS Customer shall maintain a log of these operations for inspection by the connecting utility. Any system that depends upon a battery for trip power shall be checked and logged once per month for proper voltage. Once every four (4) years the battery must be either replaced or a discharge test performed.~~

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5.0. DEFINITIONS

Distributed Generation (DG) Equipment — Includes any distributed generation facility, small electric generation facility, or generation facility of a self-generator or customer generator.

Flicker — A variation of input voltage sufficient in duration to allow visual observation of a change in electric light source intensity.

Harmonic Distortion — Continuous distortion of the normal sine wave; typically caused by nonlinear loads or by inverters.

Networked System — One that is normally operated with more than one distribution feeder connected to a load. Examples are spot networks and secondary networks. Open loop underground residential distribution systems and open loop primary feeder systems are not considered networks in this context.

Point of Common Coupling — The point at which the DG facility is connected to the shared portion of the Company's system.

Radially Operated System — One that is normally operated with only one distribution feeder connected to a load at any one time.

Single Phasing Condition — Occurs when one phase of the three-phase supply line is disconnected.

Unintentional Island — An unplanned condition where one or more DG's and a portion of the electric utility grid remain energized through the point of interconnection.

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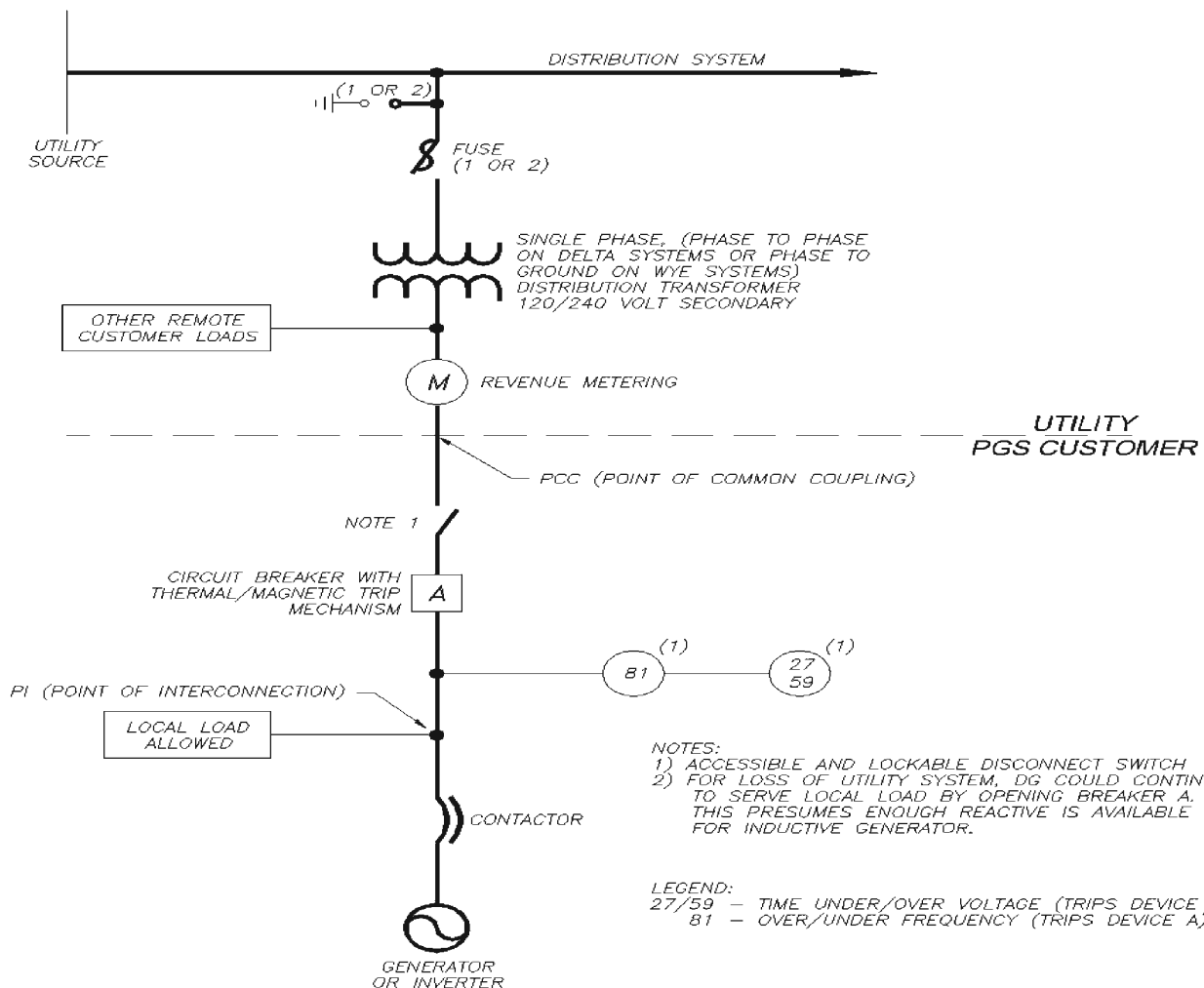


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T&D WORKSHEETS

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FIGURE 4.1: SMALL ($\leq 25\text{KW}$) SINGLE PHASE
INDUCTION GENERATOR OR INVERTER



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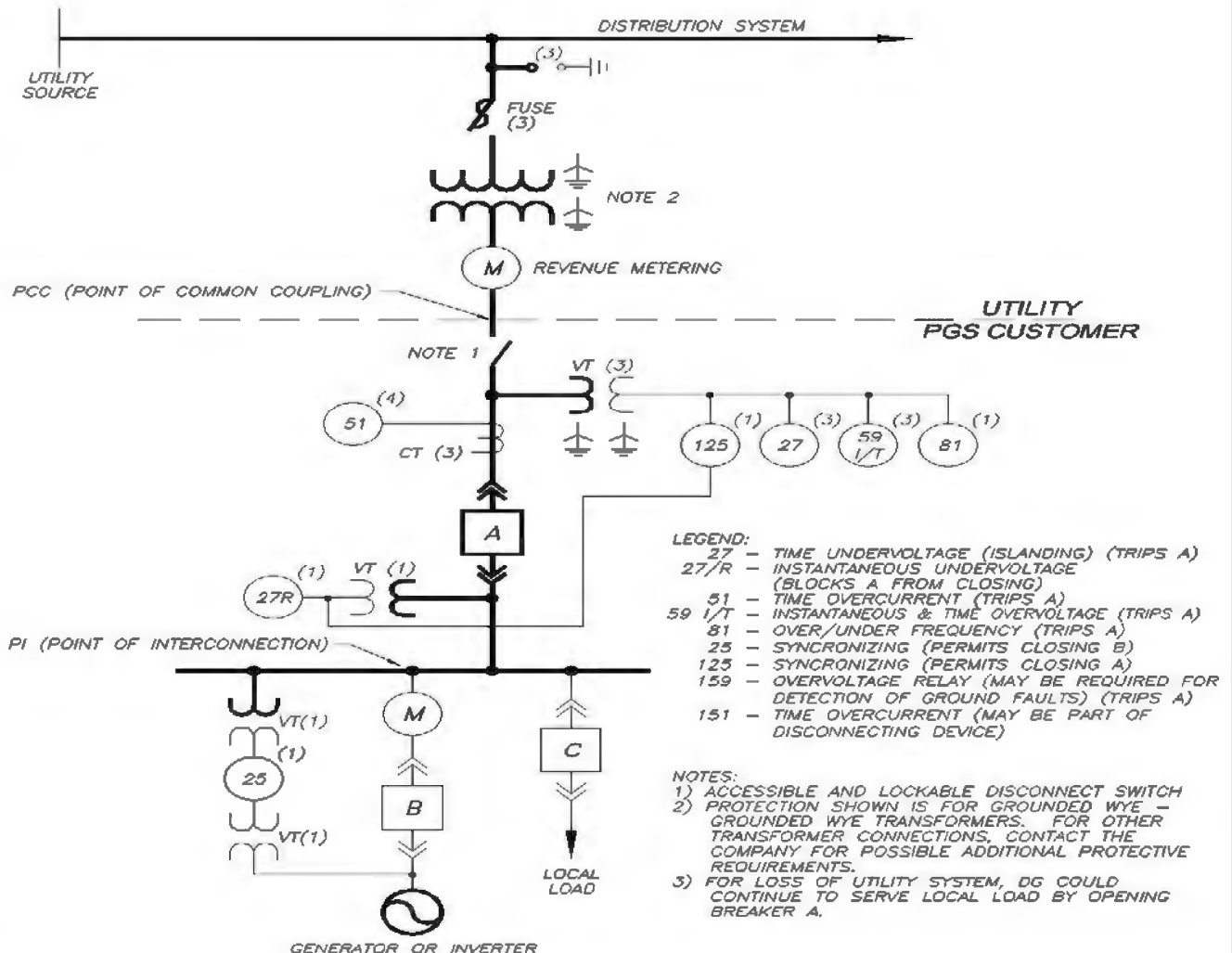


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FIGURE 4.2: SMALL THREE PHASE GENERATOR/INVERTER
(≤100KW) WITH GROUNDED WYE TRANSFORMERS
ON 13.8KV AND BELOW SYSTEMS

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DWG# X
DATE 2003/08/26
FINAL X



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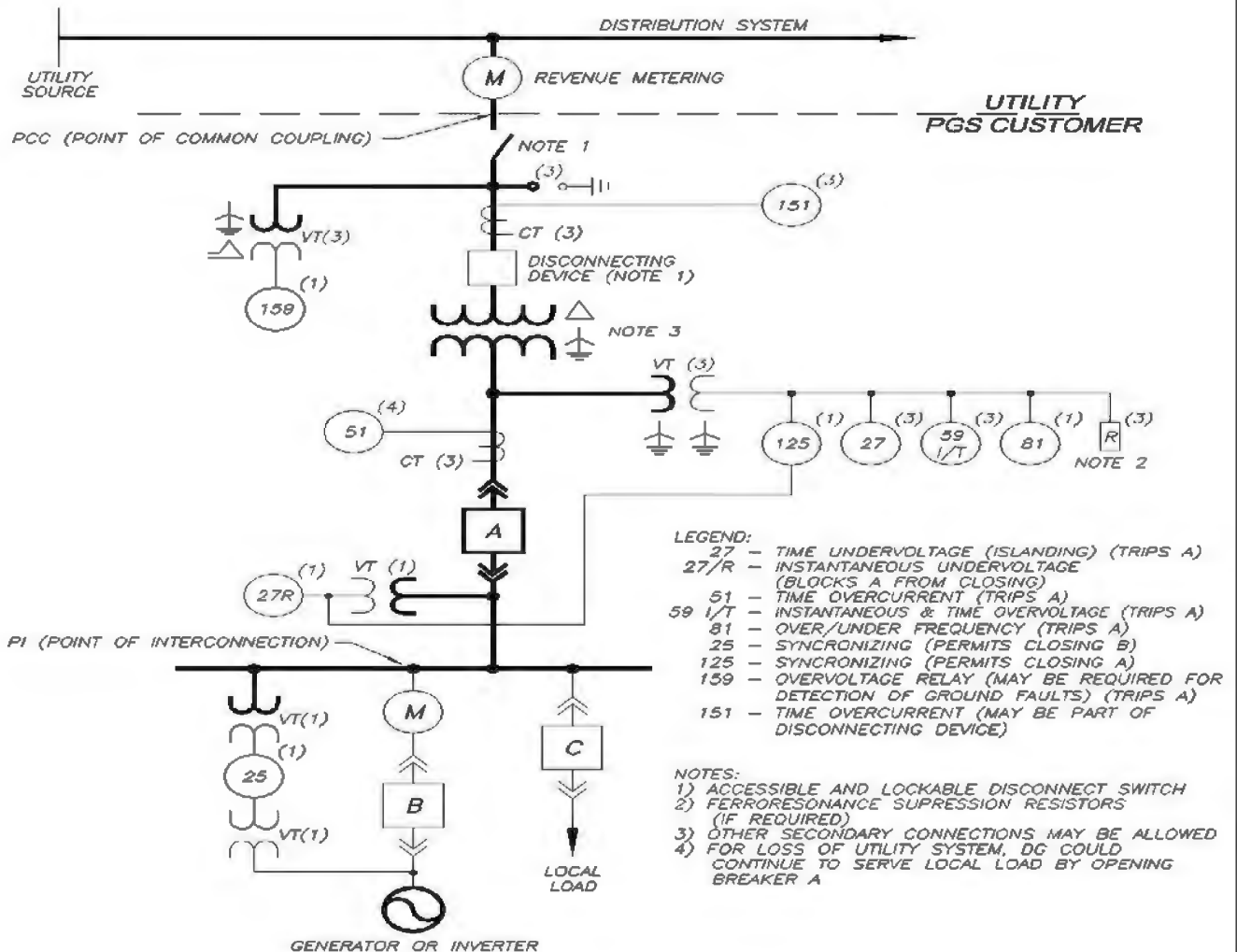
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**FIGURE 4.3: SMALL THREE PHASE GENERATOR/INVERTER
($\leq 100\text{KW}$) WITH DELTA/GROUNDED-WYE TRANSFORMERS
ON 34.5KV SYSTEMS**

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~~O. Exhibit E - Technical Requirements for Parallel Generation Service-Large~~~~1.0 APPLICABILITY~~

~~These rules apply to interconnection and parallel operation of DG (Distributed Generation) equipment that, in sum, is rated greater than 25kW single phase and 100kW three phase on non-networked Company Distribution systems of 35kV or less. Special applications of single-phase systems greater than 50 kW will be considered on a case-by-case basis.~~

~~2.0 CUSTOMER DESIGN REQUIREMENTS~~

~~For an interconnection to be safe to Company employees / equipment and to other customers, the following conditions are required to be met on DG equipment.~~

~~2.1. Parallel Generation Service (PGS) Customer DG facilities must meet all applicable national, state, and local construction, operation and maintenance related safety codes, such as the American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), National Electrical Code (NEC), National Electrical Safety code (NESC), Occupational Safety and Health Administration (OSHA), and Underwriters Laboratories (UL).~~

~~2.2. PGS Customer must provide the Company with a one-line diagram showing the configuration of the proposed DG system, including the protection and controls, disconnection devices, nameplate rating of each device, power factor rating, transformer connections, transformer impedance, and other information deemed relevant by the PGS Customer. Specific catalog and device numbers for equipment used shall be provided. If the proposed DG system does not pass the Parallel Generation Screening Process, additional information may be necessary from the PGS Customer and Company facilities changes may be required.~~

~~2.3. DG Equipment must be equipped with adequate protection and control to trip¹ the unit off line during abnormal² system conditions, according to the following requirements:~~

¹To trip is to automatically (without human intervention required) open the appropriate disconnection device to separate the DG equipment from the power system

²Abnormal system conditions include faults due to adverse weather conditions including but not limited to, floods, lightning, vandalism, and other acts that are not under the control of the Company. This may also result from improper design and operation of customer facilities resulting from non-compliance with accepted industry practices.

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	<u>Maximum Trip Time</u>
<u>Voltage</u> Voltage < 50%	10 cycles
50% ≤ Voltage < 88%	120 cycles
110% < Voltage < 120%	60 cycles
Voltage ≥ 120%	6 cycles

~~2.3.3 Underfrequency or overfrequency within the trip time indicated below: All DG shall follow the associated Company frequency within the range 59.3 Hz to 60.5 Hz. By agreement of both the PGS Customer and the Company, different settings may be used for the under frequency and over frequency trip levels or time delays.~~

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~~2.4.2 A disconnect switch to isolate the DG equipment for purposes of safety during maintenance and during emergency conditions. The Company may require a disconnect device to be provided, installed by, and paid for by the customer, which is accessible to and lock-able by Company personnel, either at the primary voltage level, which may include load-break cutouts, switches and elbows, or on the secondary voltage level, which may include a secondary breaker or switch. The switch must be clearly labeled as a DG disconnect switch.~~

~~2.5. DG equipment must have adequate fault interruption and withstand capacity, and adequate continuous current and voltage rating to operate properly³ with the Company's system. A three-phase device shall interrupt all three phases simultaneously. The tripping control of the circuit-interrupting device shall be powered independently of the utility AC source in order to permit operation upon loss of the Company distribution system connection.~~

~~2.6. Test results shall be supplied by the manufacturer or independent testing lab that verify, to the satisfaction of the Company, compliance with the following requirements contained in this document⁴:~~

~~2.6.1 Over/Under Voltage Trip Settings~~

~~2.6.2 Over/Under Frequency Trip Settings~~

~~2.6.3 Synchronization~~

~~2.6.4 Harmonic Limits (tested at 25%⁵ of full load rating or at a level as close to the minimum level of rated output the unit is designed to operate as practical and at a level as close to 100% of full load rating as practical)~~

~~2.6.5 DC Current Injection Limits~~

~~2.6.6 Anti-Islanding~~

~~2.6.7 Prevent Connection or Reconnection to De-energized System~~

~~2.6.8 Unbalance current Trip Settings (For three phase DG installations)~~

~~2.6.9 Primary fault Trip Settings~~

~~2.6.10 Secondary fault Trip Settings~~

~~If test results are acceptable to the Company and if requested by a manufacturer, the Company will supply a letter indicating the protective and control functions for a specific DG model are approved for interconnection with the Company's distribution system, subject to the other requirements in this document.~~

~~³Properly, in this context, means within the acceptable utility or applicable industry established practices.~~

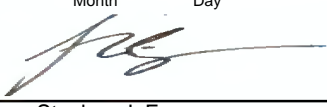
~~⁴For photovoltaic systems, a certification that the testing requirements of UL 1741 have been met may be used in place of these tests.~~

~~⁵If the device is not designed to operate at this level, then the test should be at the lowest level at which it is designed to operate.~~

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~~The PGS Customer must provide the Company a reasonable opportunity to witness site testing of any other protective and control functions required in this document, but not listed above. The PGS Customer must provide the Company a reasonable opportunity to perform an inspection prior to the first paralleling of the generation equipment to install and/or verify correct protective settings and connections to the system.~~

~~2.7. Harmonics and Flicker: The DG equipment shall not be a source of excessive harmonic voltage and current distortion and/or voltage flicker. Limits for harmonic distortion (including inductive telephone influence factors) will be as published in the latest issues of ANSI/IEEE 519, "Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems." Flicker occurring at the point of common coupling shall remain below the Border Line of Visibility curve on the IEEE/GE curve for fluctuations less than 1 per second or greater than 10 per second. However, in the range of 1 to 10 fluctuations per second, voltage flicker shall remain below 0.4%. When there is reasonable cause for concern due to the nature of the generation and its location, the Company may require the installation of a monitoring system to permit ongoing assessment of compliance with these criteria. The monitoring system, if required, will be installed at the PGS Customer's expense. Situations where high harmonic voltages and/or currents originate from the distribution system are to be addressed in the Interconnection Agreement.~~

~~2.8. DC Injection from inverters shall be maintained at or below 0.5% of full rated inverter output current into the point of common coupling.~~

~~2.9. The DG's generated voltage shall follow, not attempt to oppose or regulate, changes in the prevailing voltage level of the Company at the point of common coupling, unless otherwise agreed to by the owners/operators of the DG and the Company. DG installed on the downstream (load) side of the Company's voltage regulators shall not degrade the voltage regulation provided to the downstream customers of the Company.~~

~~2.10. System Grounding: The DG system should be grounded in accordance with ANSI/IEEE 142 "Grounding for Industrial and Commercial Power Systems. The DG grounding system shall be sized to handle the maximum available ground fault current and designed and installed to limit step and touch potentials to safe levels as set forth in ANSI/IEEE 80 "IEEE Guide for Safety in AC Substations Grounding." All electrical equipment shall be grounded in accordance with local, state, and federal electrical and safety codes and applicable standards.~~

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Month Day Year

Effective November 21 2013
Month Day Year

By



Stephen J. Epperson

President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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SERVICE AREA

(Territory to which schedule is applicable)

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~~2.11. System Protection: The PGS Customer is responsible for providing adequate protection to Company facilities for conditions arising from the operation of generation under all Company distribution system operating conditions. The PGS Customer is also responsible for providing adequate protection to their DG facility under any Company distribution system operating condition whether or not their DG is in operation. Conditions may include but are not limited to:~~

- ~~1. Loss of a single phase of supply,~~
- ~~2. Distribution system faults,~~
- ~~3. Equipment failures,~~
- ~~4. Abnormal voltage or frequency,~~
- ~~5. Lightning and switching surges,~~
- ~~6. Excessive harmonic voltages,~~
- ~~7. Excessive negative sequence voltages,~~
- ~~8. Separation from supply,~~
- ~~9. Synchronizing generation,~~
- ~~10. Re-synchronizing the PGS Customer's generation after electric restoration of the supply.~~

~~Protective devices required to permit safe and proper operation of the DG system while interconnected with the Company's distribution system are shown in figures at the end of this document. In general, an increased degree of protection is required for increased DG size. This is due to the greater impact to system stability from these installations. Larger DG systems will require more sensitive and faster protections schemes to limit the damage and ensure safety.~~


~~2.12 Feeder Reclosing Coordination. In the case of a Company protection function initiating a trip of a Company protective device in reaction to a fault on the Company system, the DG unit protection and controls must be designed to coordinate with the Company reclosing practices of that protective device.~~

~~2.13. Unintentional islanding: For an unintentional island in which the DG and a portion of the Company's system remain energized through the point of common coupling, the DG shall cease to energize the Company's system within two seconds of the formation of an island.~~

~~2.14 The DG shall be designed to prevent the DG from being connected to a de-energized Company circuit. The PGS Customer should not reconnect DG to the Company's system after a trip from a system protection device, until the Company's system is re-energized for a minimum of five minutes. If the PGS Customer were to connect a backup generator, in the event to serve a critical load, they must open their main breaker or utilize a transfer switch prior to generator hook up, in order to ensure no back feed into the Company's distribution system. This is a critical safety requirement.~~

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~~2.15. Voltage unbalance at the point of common coupling caused by the DG equipment under any condition shall not exceed 3% (calculated by dividing the maximum deviation from average voltage by the average voltage, with the result multiplied by 100~~

~~2.16. Current unbalance at the point of common coupling caused by the DG equipment shall not exceed acceptable limits as determined by common utility practice.~~

~~2.17. Revenue Metering requirements will depend upon the type and size of generation and the type of interconnection. Generally either a single bi-directional meter or two detented meters wire in series to capture energy flow in either direction will be installed by the Company. A dedicated, direct phone line may also be required to be supplied by the PGC Customer for Company use to read the metering. Additional monitoring may also be done through the meter and the dedicated, direct phone line. In some cases, the phone line requirement may be waived at the Company's discretion for smaller DG systems. The Company will supply, own, and maintain all the metering equipment necessary such as the voltage transformers, current transformers, by-pass switches, and meters.~~

~~2.18. Remote Monitoring and/or SCADA requirements will depend upon the type and size of generation and the type of interconnection. Generally this will be determined by the need of the Company's System Operator to have the necessary information for the reliable and safe operation of the Company's distribution system. Some remote monitoring can be done via direct phone line communication on smaller DG systems. For the larger DG systems, the monitoring must be through the Company's SCADA system that will require a continuous communication medium. When this type of communication system is required the PGS Customer must provide the communication medium that is compatible with the Company's SCADA system. The Company may also require a specific RTU and/or protocol to match their SCADA or remote monitoring system.~~

~~2.19. Where DG design dictates Company changes; the complete cost of such changes will be borne by the PGS Customer. These changes could include, but are not limited to, the addition of reclosers, circuit breakers, capacitors, voltage regulators, or protective relaying equipment, depending on the DG size, location, and impact on the Company's system.~~

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3.0 CUSTOMER OPERATING PROCEDURES

- 3.1 If high-voltage, low-voltage, or voltage flicker complaints arise from other customers due to the operation of PGS Customer's DG, the PGS Customer may be required to disconnect their generation equipment from the Company's system until the problem has been resolved.
- 3.2 The operation of the DG equipment must not result in harmonic currents or voltages at the point of common coupling that will interfere with the Company's metering accuracy and/or proper operation of facilities and/or with the loads of other customers. Such adverse effects may include, but are not limited to heating of wiring and equipment, overvoltage, undervoltage, voltage flicker, communication interference, etc.
- 3.3. The PGS Customer must discontinue parallel operation when requested by the Company after reasonable prior notice except in an emergency, so that maintenance and/or repairs can be performed on the Company's facilities. In an emergency situation, the PGS Customer shall discontinue parallel operation as quickly as possible once directed to by the Company.

4.0 DG INTERFACE TESTING

- 4.1. Testing of the DG interfaces is important for the protection of the PGS Customer, the Company, and other customers.
- 4.2. This section describes two separate and distinct tests. The Manufacturer's tests and the Verification tests, together, ensure that a proposed system meets the necessary technical and functional requirements and that the proposed system has been installed so that it operates properly.
- 4.3. At the time of production, all interface equipment, including inverters and discrete relays, must meet or exceed the requirements of the following ANSI/IEEE standards: C37.90, C37.90.1, C37.90.2, C37.98, C37.2, and C62.41, as well as the following IEC standards: 255-21-1, 255-22-2, and 255-5.
- 4.4. Manufacturers Testing — Requires the testing of the specific generating unit and protective equipment. It also requires the testing of additional units over time to demonstrate that product quality has not declined. The results of manufacturers testing should be provided on an equipment certification, or a trusted equipment database. After review of manufacturers testing results, the Company reserves the right to refuse connection of such device to the Company's distribution system.

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- 4.5. After review of the initial application, if the Company deems that sufficient information about the system has not been provided; Company may request that type testing be performed by an independent testing lab to verify system. The Company and manufacturer will agree upon type testing procedure and test.
- 4.6. Manufacturer may elect to have systems comprised of utility grade relays and other devices type tested as complete systems to avoid the required Company review if they are not used.
- 4.7. Verification Testing — Is used to prove to the Company, and PGS Customer that the equipment is installed correctly, and functioning properly in regards to the Company interface. The testing will proceed with an equipment inspection, to verify equipment is as shown on the application. All verification test prescribed by the manufacturer shall be performed. If wires must be removed to perform certain tests, each wire and each terminal must be clearly and permanently marked. Verification testing shall be performed at least once every four years. The PGS Customer shall maintain copies of all verification tests reports for inspection by the Company.
- 4.8. Because the electrical characteristics of each generating unit are unique, the test results for one generating unit are not permitted to represent the characteristics of all generating units, should more than one unit with the same design characteristics be installed. It is necessary to verify the operational capabilities for each generating unit for testing purposes.
- 4.9. Qualified individuals including professional engineers, factory-trained and certified technicians, and Company approved individuals. The Company reserves the right to witness verification testing or require written certification that the testing was successfully performed.
- 4.10. After the initial inspection, if the DG unit is determined to meet the interconnection requirements, then live testing can begin. Live testing will start with testing on parts of the protective equipment being demonstrated, before the generation is brought on line. Then the generation will be brought online, and other parts of the protective equipment will be demonstrated. While the unit is online checks will be made to verify proper protective equipment measurement, and measurement sources.

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- 4.11. A measurement is to be made at the time of commissioning, while the unit is generating at a level that is better than 25% of its nameplate rating, and is to include Voltage per leg, Current per leg, Real Power supplied per leg, Reactive Power supplied or taken per leg, and Power Factor per leg, on the generating unit, or each unit if more than one is installed. The measurements report must include the type of meter used to derive the measurements. A diagram of how the measurements are taken is suggested to speed the utilities acceptance. The power factor may be calculated based on same time readings of the Watts, and Vars. Watts and Vars are not to be calculated values. A copy of these measurements and testing report are to be delivered to the utility for review and acceptance. Should the testing procedure not follow the verification test procedure, or manufacturers verification test procedure, then a detailed explanation of reasoning must be included.
- 4.12. The acceptance of the verification testing gives the PGS Customer the approval of the Company for interconnection. It is not the acceptance of responsibility for the installation. It is a statement that the installation appears to be correctly installed. The PGS Customer is responsible for liability, and proper maintenance of the equipment.
- 4.13. Verification testing is required if equipment is replaced, removed, added, damaged, programming is changed or protective setting is altered in any way. PGS Customer shall notify the Company, in writing, prior to altering any equipment or settings. The PGS Customer shall also supply to the Company written documentation of the proposed changes as well as the newly completed verification tests. Because the electrical characteristics of each generating unit are unique, the test results for one generating unit are not permitted to represent the characteristics of all generating units, should more than one unit with the same design characteristics be installed. It is necessary to verify the operational capabilities for each generating unit for testing purposes.
- 4.14. All interface equipment must include a verification test procedure (unless otherwise noted in this document) as part of the documentation. Except for the case of single-phase inverters as discussed later, the commissioning test must establish that the protection settings meet the interface requirements.
- 4.15. Inverter systems must be verified upon initial parallel operation and once per year as follows: the PGS Customer shall operate the load break disconnect switch and verify the power producing facility automatically shuts down and does not restart for five minutes after the switch is closed. The PGS Customer shall maintain a log of these operations for inspection by the connecting utility. Any system that depends upon a battery for trip power shall be checked and logged once per month for proper voltage. Once every four (4) years the battery must be either replaced or a discharge test performed.

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45.0 DEFINITIONS

Distributed Generation (DG) Equipment — Includes any distributed generation facility, small electric generation facility, or generation facility of a self-generator or customer generator.

Flicker — A variation of input voltage sufficient in duration to allow visual observation of a change in electric light source intensity.

Harmonic Distortion — Continuous distortion of the normal sine wave; typically caused by nonlinear loads or by inverters.

Networked System — One that is normally operated with more than one distribution feeder connected to a load. Examples are spot networks and secondary networks. Open loop underground residential distribution systems and open loop primary feeder systems are not considered networks in this context.

Point of Common Coupling — The point at which the DG facility is connected to the shared portion of the Company's system.

~~**Radially Operated System** — One that is normally operated with only one distribution feeder connected to a load at any one time.~~

~~**Single Phasing Condition** — Occurs when one phase of the three-phase supply line is disconnected.~~

~~**Unintentional Island** — An unplanned condition where one or more DG's and a portion of the electric utility grid remain energized through the point of interconnection.~~

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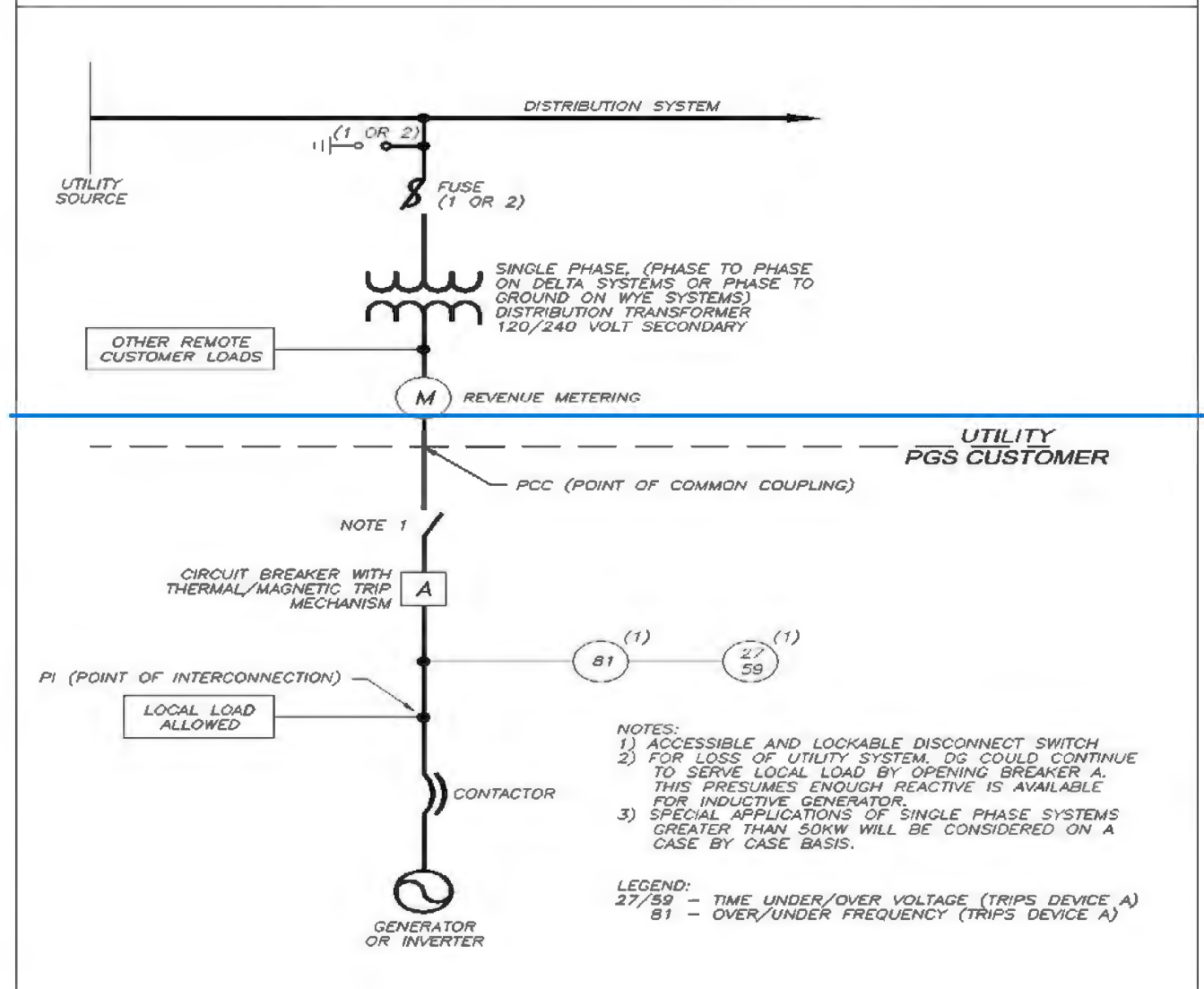
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**Aquila****T&D WORKSHEETS**

**FIGURE 4.1: LARGE (>25KW) SINGLE PHASE
INDUCTION GENERATOR OR INVERTER**

ACTMITY# N/ADWG# XDATE 2003/08/26FINAL X

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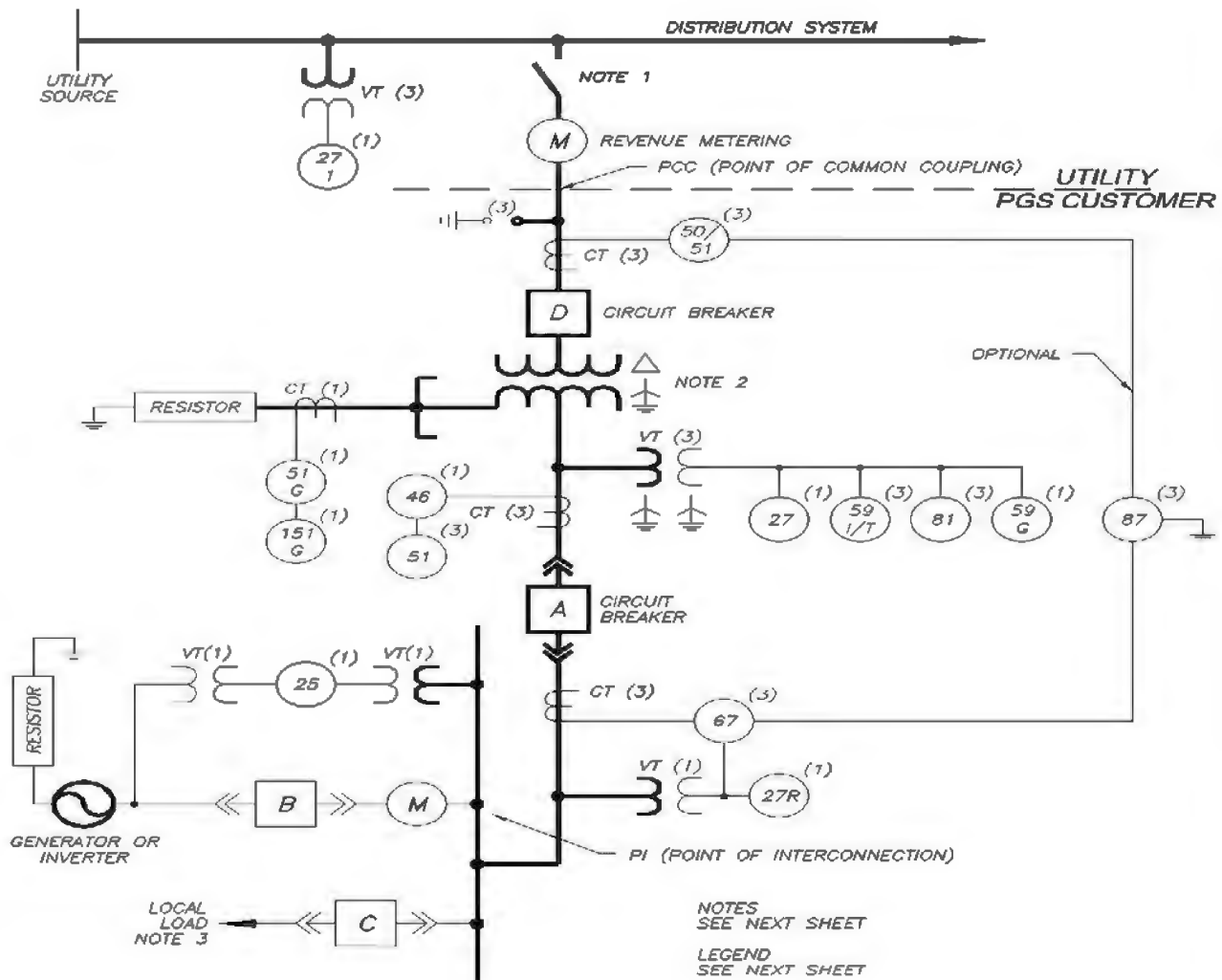
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Aquila

T&D WORKSHEETS

FIGURE 4.2: LARGE THREE PHASE GENERATOR/INVERTER
>100KW
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FIGURE 4.2: LARGE THREE PHASE GENERATOR/INVERTER
>100KW
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LEGEND:

- 67 - DIRECTIONAL OVERCURRENT (TRIPS A)
- 27 - TIME UNDERVOLTAGE (ISLANDING) (TRIPS A OR D)
- 27/1 - INSTANTANEOUS UNDERVOLTAGE FOR PRIMARY GROUND FAULT (TRIPS A OR D)
- 27/R - INSTANTANEOUS UNDERVOLTAGE (BLOCKS A FROM CLOSING)
- 50/51 - INSTANTANEOUS & TIME OVERCURRENT (TRIPS A & D)
- 51 - TIME OVERCURRENT (TRIPS A)
- 51/G - TIME OVERCURRENT (GROUND) (TRIPS A)
- 151/G - TIME OVERCURRENT (GROUND) (TRIPS D)
- 59 1/T - INSTANTANEOUS & TIME OVERVOLTAGE (TRIPS A OR B OR D)
- 81 - OVER/UNDER FREQUENCY (TRIPS A OR D)
- 87 - TRANSFORMER DIFFERENTIAL (TRIPS A & D)
- 59G - ZERO SEQUENCE OVERVOLTAGE (TRIPS A OR B OR D)
- 25 - SYNCHRONIZING (PERMITS CLOSING B)
- 46 - NEGATIVE SEQUENCE OVERCURRENT (TRIPS A OR D)

NOTES:

- 1) ACCESSIBLE AND LOCKABLE DISCONNECT SWITCH
- 2) OTHER TRANSFORMER SECONDARY CONFIGURATIONS ARE POSSIBLE.
- 3) FOR LOSS OF UTILITY SYSTEM, DG COULD CONTINUE TO SERVE LOCAL LOAD BY OPENING BREAKER A

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Form RF

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447 Spin Down/ Name Change

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Initial

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ADOPTION NOTICE

Effective November 21, 2013, the Commission transferred Mid-Kansas Electric Company, LLC ("Mid-Kansas") Certificates of Convenience and franchises to Southern Pioneer Electric Company ("Southern Pioneer") to the certificated territory as set forth in the Southern Pioneer Electric Company Certificate and Order issued by the Commission on November 21, 2013.

Pursuant to the Commission order of November 21, 2013, Southern Pioneer adopts all applicable Mid-Kansas retail rates, rules, and tariffs with respect to the local distribution and retail electric utility services necessary to operations within the certificated territory transferred to Southern Pioneer.

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RULES AND REGULATIONS

Copies of the official tariff sheets are available at offices providing service under the tariffs, on the Company website at www.southernpioneer.net, and at the governing state or national commission offices. The information available here attempts to be materially the same, but should there be any discrepancies, in all cases the official tariffs on file with the governing commission will hold over these documents.

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SECTION 1: DEFINITION OF TERMS

In addition to the usual meaning, all words or terms in these Rules and Regulations, in Rate Schedules and Electric Service Agreements are intended to have the meanings regularly ascribed to them by the electric industry. The following terms, unless otherwise indicated therein, shall have the specific meanings given below:

A. ADVANCED METERING INFRASTRUCTURE

The term "Advanced Metering Infrastructure" or "AMI" is herein used to designate electronic/digital hardware and software, which combine interval data measurement with continuously available remote communications capable of being read, and for some, connected and disconnected without requiring a Company-representative be on the Customer's premise.

B. COMPANY

The term "Company" is herein used to designate SOUTHERN PIONEER ELECTRIC COMPANY which furnishes electric service under these Rules and Regulations.

C. CUSTOMER

The term "Customer" is herein used to designate a person, partnership, association, firm, public or private corporation or governmental agency applying for or using electric service supplied by Company.

1) Non-AMI Metered Customers

A non-AMI metered Customer is any whose electric usage is measured using analog or digital metering equipment and the Company does not have the ability to remotely connect or disconnect service and requiring a Company-representative on the Customer's premise.

2) AMI Metered Customers

An AMI metered Customer is any whose electric usage is measured using state-of-the-art electronic/digital metering equipment and the Company may have the ability, in some circumstances, through remote communications to connect or disconnect service without requiring a Company-representative be on the Customer's premise.

D. COMMISSION

The term "Commission" is herein used to designate the State Corporation Commission or any successor of such Commission having jurisdiction of the subject matter hereof.

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THE STATE CORPORATION COMMISSION OF KANSAS

Index No. R1

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R Definitions

Replacing Schedule R&R Definitions

Which was filed October 1, 2017

SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding

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E. ELECTRIC SERVICE AGREEMENT

The application, agreement, or contract, pursuant to which the Company supplies electric service to the Customer.

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SECTION 2. ARRANGEMENTS FOR SERVICE AND AGREEMENTSA. APPLICATION FOR SERVICE

Application for electric service shall be made in writing by Customer to Company on the Company Standard Agreement for Electric Service Form, although the Customer may, at the discretion of the Company, be connected based on an oral or electronic request. This Application becomes an Electric Service Agreement or contract when accepted in writing by the Company, or upon establishment of service. The Company may require a separate Electric Service Agreement for each class of service at the same or at each separate location.

The Company shall as promptly as practicable supply the Customer with service in accordance with rates, rules, terms, regulations, and conditions as filed with, and approved by, the Commission.

1) INSPECTION OF INSTALLATION

All wiring shall conform to the requirements of the National Electrical Code and any applicable codes. The 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 Company has final discretion on service installation. The Customer shall not materially increase his load without first notifying the Company and obtaining its consent.

2) INFORMATION REGARDING RATES

The Company's rates, rules and regulations are on file at the various offices of the Company for the information of any party interested therein. The rates are also available on the Company website. Upon request, the Company's agent in charge shall assist any interested party to procure information with reference thereto as may be desired. Where the Company's rate schedules provide optional rates for the same character of service, Customer shall select the rate schedule under which they elect to be billed.

A new Customer will be given reasonable opportunity (normally three months) to determine their service requirements before definitely selecting the most favorable rate therefore, and a Customer having selected a rate adapted to their service may not change to another rate within a twelve (12) month period unless there is a substantial change in the character or conditions of their service. The Company will assist any Customer or prospective Customer to apply the Company's rate schedule, rules or regulations, and where optional schedules are available will advise such Customer or prospective Customer upon request as to the schedule appearing upon information then available to be most advantageous for the character of service to be taken.

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B. INSTALLATION OF NEW SERVICE

The Company will install at no cost to the Customer such single-phase overhead service lines as required, up to 150 feet, to connect the Customer's premises to the distribution system.

Company will designate the point to which its service wires will be brought to the exterior of the building or meter pole for attachment to Customer's service entrance wires located in accordance with Index Number R8, Line Extension Policy, herein. It shall be the Customer's responsibility to provide sufficient structural strength at the point of location of the service on the building to adequately support the service. For the ease of disconnection, limited access to back yards, and other situations that arise the Company recommends a meter pole at an agreed location at the edge of the Customer's property when appropriate. The Company shall determine the location of the meter if there is not an agreement.

For both single and multiphase Customers, the overhead service wires will be brought to the Customer's entrance wires on the meter pole. The pole and the meter equipment thereon shall be furnished by the company. All service entrance wires and appurtenances thereto beyond this point shall be supplied and maintained by the Customer. For multiphase Customers a service disconnect is required. Single phase 200 amp meter loops 240 volts and less will contain an integral main breaker.

Single and Multiphase which require above 200 amps of service will be instrument metered by the Company. Customer shall supply enough wire to connect to transformer lugs as applicable as well as a main disconnect. Customer must also supply the supply line riser on the pole or building. Customer will agree and designate the point to which it's service wires will be brought on the exterior of the building for attachment to Customer's service entrance wires. It shall be the Customer's responsibility to provide sufficient structural strength at the point of location of the service on the building to adequately support the service and Company shall have final say on attachment point. Metering equipment attached to the building shall be furnished by the Company and installed by Customer. All service wires and appurtenances thereto beyond this point shall be supplied and maintained by the Customer. If other solutions, such as a 320 amp meter base, need to be considered, Company will have the ability to use at its discretion.

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C. CHANGES IN METER INSTALLATIONS.

Company will, at its expense, make all changes in Company's installed meter loops, meter receptacles, and meters on Customer's premises that are required to meet the Customer's increased demand for electric service. If an upgraded meter loop is on the building structure, the Customer will be required to provide a suitable place of attachment as well as the labor to install new metering equipment. When certain work is required to be done by a licensed electrician the cost of such licensed electrician shall be paid by Customer. Changes requested by the Company that involve the replacement or relocation of Company's service wires, metering equipment, yard poles, etc., and in the Customer's entrance wires, entrance switches, etc., shall be provided at the Company's expense.

Changes requested by the Customer that involve the replacement or relocation of Company's service wires, metering equipment, yard poles, guys and anchors, etc., shall be provided at the Customer's expense.

D. ORAL AGREEMENTS

Agents of the Company are not authorized to bind the Company except in writing duly executed, with the exception of:

1) ORAL CONNECT/DISCONNECT REQUESTS

- a. Keeping track of and accurately servicing oral requests for connection or disconnection of service is a responsibility of both the Customer and the Company.
- b. The Company employee shall give the caller their name when said Customer applies for service or requests disconnection over the phone.
- c. A record of these requests will be kept within the Company billing system for 3 years.

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THE STATE CORPORATION COMMISSION OF KANSAS

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E. RESIDENTIAL UNDERGROUND DISTRIBUTION POLICY

As a regular procedure, Company will install underground residential electric distribution and service systems in new subdivisions (or developments) in the absence of existing overhead supply lines under the following general situations and subject to the definitions and conditions as herein stated: When required by ordinance or when the developer requests that the supply of electricity throughout the subdivision (or development) be provided by underground facilities.

Where the installation of an underground system can proceed without interference or damage from other construction work (such as sewer, water, paving, sidewalks, curb and gutter) and other underground trenching.

Where the installation of an underground system is deemed by the Company to conform to its standards and policies and sound engineering and operational practices.

This policy and all agreements related thereto are subject to the condition that the Company may, at its option, elect to install a front lot system or a rear lot system or any combination thereof.

1) The developer (builder or owner) shall provide the following:

- a. Proper covenants in the plat of the development and in the deeds to the various lots so that there will be no question concerning easements or the fact that the development is dedicated to underground service. That, the owner of each lot will be responsible for the protection of the underground facilities and will prevent the alteration of grade or any construction activity which will interfere with said electric service.
- b. Proper easements for use by the Company.
- c. A plat of proposed development, showing all easements and all pertinent data as to streets, finished grades, alleys, etc.
- d. The developer shall contract with the Company for the necessary services, as well as the complete underground electric distribution system, and make an initial deposit with aid in construction amount for the Company sufficient to protect its investment in the system prior to the commencement of any work. The Company may require the developer, builder, or owner to provide the trench for the service from the meter to the first point of connection.

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2) Application of Deposits

- a. The deposit shall be in the amount per residential lot determined by dividing the Company's total investment by the number of lots to be served.
- b. If the project under development is designed to provide for lots larger than 15,000 square feet in area or, with front and rear lines in excess of an average of 100 feet, the development shall be considered an estate type and will be subject to a nonrefundable contribution in aid of construction based on a cost difference between underground and overhead.
- c. Upon request by the developer, the Company will within 120 days following the installation of service on a lot under contract, make a refund of the advance deposit to the developer, with whom a contract has been signed.
- d. Any amount of deposit not refunded after five (5) years to the developer will become the property of the Company.
- e. At such time as service is connected for the homeowner the appropriate rate schedule will be applied.

3) Underground Service Cable to Homes

- a. Upon application from a new homeowner, the Company will install up to 50 feet of underground service cable between the feeder line and the meter pedestal (either from underground distribution or from an overhead pole) without charge, provided:
- i. The service entrance, including metering equipment, is adequate for at least 200 amperes, and located on pole at edge of property or meter pedestal.
- ii. The Customer provides protection for the service wherever needed by installing the necessary protective conduit as per Company standards. If service is supplied from an overhead system, the Customer provides a protective riser on the service pole and digs and backfills the ditch. At Company's discretion or Customers request, Company may provide the riser, trenching, and backfilling at the Customer's expense.
- iii. If the Customer is served from an underground system, the digging and backfill will be provided without additional cost to the Customer, however an additional charge may apply for any digging performed by the Company due to conditions including the presence of rock or other issues which prevent the use of normal trenching and backfilling practices.

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b. If a Customer does not wish to meet the above conditions, service will be supplied overhead; or a meter receptacle will be provided by the Company on its nearest pole on which secondary service is available to enable the Customer to install their own underground service; which must conform with Company standards.

4) Existing Homes

Existing homes will be provided with underground service cable under the same conditions as for new homes if:

a. Present overhead service is not adequate or in the judgment of the Company the service needs to be replaced.

b. Alterations in the home require changes in the service and Customer is willing to compensate the Company for abandoning the useful overhead service line, and pays a charge of equal cost as to compensate for abandoning the useful overhead service line.

5) Underground Single-Phase Primary Facilities in Rural Areas

Single-phase primary facilities will be installed underground by the Company on the Customer's property in rural areas under the following conditions:

a. The Customer needs a new service or present service is not adequate in the opinion of the Company.

b. The Customer pays the difference between overhead and underground facilities.

c. The Customer, at his option, may specify any part of the line, beginning at the Company's overhead distribution line, be constructed overhead. The cost of underground will be computed beginning at the base of the last overhead line pole.

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d. The Customer provides:

i. Right-of-way easement for all lines involved.

ii. All secondary wiring beginning at the meter that will generally be located at the edge of property.

e. The Customer may select the location for the pad-mounted transformer, so long as the site meets the requirements of the Company's Service Standards and sound engineering and operational practices. The Company shall determine the location of the pad-mounted transformer if there is not an agreement.

f. All the material installed by the Company under this policy shall remain the property of the Company. The Customer may arrange to pay a portion of the excess cost of the underground system by performing certain work.

F. COMMERCIAL AND INDUSTRIAL UNDERGROUND

Electric facilities will be installed underground from the Company's overhead distribution-system, provided:

- 1) The Customer applies for such underground service and agrees to pay the difference in the installed cost of the higher investment of the underground system and the standard conventional overhead system.
- 2) The Customer also provides written evidence of consent for filing of record an instrument locating the easement for underground conductor, transformer and service lines on private property.

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G. SERVICE TO MOBILE HOME PARKS

Subject to the following conditions, the Company will supply electric service to points of delivery on the premises of a Customer, as owner of a permanent Mobile Home Park, for operation of an area prepared and developed specifically to offer accommodations to occupants of either tenant-owned or Customer-owned residential mobile homes.

Mobile Home Parks are so considered when three or more home sites are grouped and orderly arranged so they can be served from a common metering location.

The Mobile Home Park owner will furnish a plat to scale showing, lots by number or address, location of drives, other utility services and electric distribution system. Such plat will be signed by the Customer to avoid any misunderstanding. Relocation of lines after the initial installation of the electric distribution system will be at the expense of the Mobile Home Park owner.

1) General Conditions

- a. The Company will install, own, and maintain the distribution facilities to all permanent mobile homes and common use facilities within the court, in accordance with the Company's Rules and Regulations relating to extensions, provided the court owner has furnished satisfactory easements along a mutually agreed upon route of the distribution system within the court.
- b. Meter locations will be banked or clustered, unless special arrangements are made between the Company and the Customer. The Company will install, own, and maintain the metering equipment necessary to measure the service delivered to each location within the court.
- c. The court owner will install, own, and maintain the service terminals at each service location in accordance with all applicable regulations.
- d. The court owner will install, own and maintain such electric circuits as required within the court to meter all common use facilities.
- e. The Mobile Home Park owner shall make provisions for service through a separate meter for each mobile home location under the Rate Schedule applicable.
- f. On courts presently served at the property line, and where the owner has furnished all facilities from the property line to the point of service, the Company will not be obligated to purchase or assume ownership of any equipment or facilities.

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2) Underground Service

Underground Distribution may be contracted for in Mobile Home Parks by meeting the general provisions of the Rules and Regulations covering Residential Underground Distribution.

Mobile Home Parks with three or more spaces will be served with underground single-phase primary to transformer providing 120/240 volt secondary service under the following conditions:

- a. The park owner agrees to the installation of pad-mounted transformer and metering at mutually agreeable locations.
- b. The park owner provides utility easements for all Company underground service on private property and written evidence of consent for filing of record, an instrument locating the easement.
- c. The park owner agrees to dedicate the park and any extensions thereof, to Underground Electric Service.
- d. The installation of an underground system is deemed by the Company to conform to its standards, policies and sound engineering and operational practices.

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SECTION 3. CREDIT AND SECURITY DEPOSIT REGULATIONSA. SECURITY DEPOSITS

The Company may request the Customer to provide reasonable credit information to the Company before service is made available. The Company will require at least one current valid identification from residential Customers. Acceptable forms of valid identification include a photo with name, such as a driver's license, or other photo identification. If ID cannot be presented in person, a notarized application is required or a suitable means of verification may be acceptable at the discretion of the Company. If a valid identification is not immediately available, a Customer providing a full deposit should have at least sixty (60) days to secure valid identification, and up to 60 additional days if payments are kept current, provided that said grace period does not conflict with any statutes or regulations relating to identity theft detection, prevention, and mitigation. The Company may request the names of each adult occupant residing at the location where residential service is being provided. For nonresidential non-incorporated applicants, the Company may require the name of the person(s) responsible for payment of the account and at least one form of valid identification, as well as the name of the business, type of business, and employer identification number as issued by the Internal Revenue Service, if available.

- (1) The Company will at the time of application for service require an initial deposit to guarantee payment of bills for utility service rendered if:
- a) The Company establishes that the Customer has an unsatisfactory credit rating, based on internal bill payment history with another utility, or has an insufficient prior credit history upon which a credit rating may be based. Payment history with another utility may only be obtained with the Customer's approval.
 - b) The Customer has outstanding, with the Company, an undisputed and unpaid service account which accrued within the last five (5) years if the service agreement was signed, or three (3) years if service was provided after an oral agreement.
 - c) The Customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the service of the Company within the last five (5) years.
 - d) The Customer or service is non-residential in nature, not to exclude Industrial and STR Customers or services.

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- e) The Customer has previously filed or consented to a petition under the provision of Title 11 of the United States Bankruptcy Code ("Bankruptcy Code"), or the insolvency laws of any state, district, commonwealth or territory of the United States ("Insolvency Laws"), or any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding; or there has been the filing of a petition against Customer as the subject debtor under the Bankruptcy Code or Insolvency Laws which was not dismissed within 60 days of filing; or Customer made or consented to an assignment for the benefit of creditors or a common law composition of creditors.
- (2) For the purposes of requiring applications for service and initial deposits under Subsection III.A(1):
- a) Customers who apply for new service at a concurrent and separate metering point, residence, or location may be considered new applicants.
 - b) Customers who have been disconnected and reconnected to service at the same premise within 5 days shall be considered existing Customers. Any Customer who has been lawfully disconnected for over 5 days may be considered a new applicant.
 - c) New owners or leaseholders of an existing premise may be considered new applicants. New owners of the corporate or business entity that is the Customer may be considered new applicants.
 - d) Existing Customers who file for bankruptcy may be considered new applicants.

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- B. The Company may at any time after application for service, upon five (5) days written notice, require a new or modified deposit to guarantee payment of bills for utility service rendered if:
- 1) The Customer fails to pay an undisputed bill before the bill due date for three (3) billing periods during the previous 12 months,
 - 2) The Customer has a change in the character of service – defined as a change in the nature or classification of use;
 - 3) The Customer was disconnected for non-payment;
 - 4) The Customer has defaulted on a payment agreement(s) two or more times within the most recent twelve month period;
 - 5) The Customer has tendered two or more insufficient funds payments within the most recent twelve month period;
 - 6) The Customer is taking electric service under Company's Industrial Service or Sub-Transmission and Transmission Level Tariffs.
 - 7) The Company establishes that the Customer is a financial risk to the Company or cannot demonstrate adequate assurance of future payment
 - 8) The Customer has sought debt restructuring relief under federal bankruptcy laws. Within 60 days after the bankruptcy has been discharged, if the deposit on file is less than the maximum security deposit requirement for the same premise, the utility may recalculate the Customer's security deposit based on the most recent twelve months' of usage or the projected usage, whichever is larger.
- If the Customer's existing security deposit is to be adjusted or modified, the Customer's maximum security deposit requirement will be calculated in the same manner as an initial deposit. The entire deposit requirement will be treated as an initial deposit subject to Billing Standard rules for installment payments and retention.

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- C. No deposit shall be required by the Company because of a Customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.
- D. For single phase Customers, the amount of the cash deposit, irrevocable letter of credit, or surety bond required shall not exceed the amount of that Customer's projected average two (2) months' bills. For other Customers, such deposit shall not exceed the amount of that Customer's projected largest two (2) months' bill(s). If a Customer has been documented to be diverting service (meter bypass), an additional deposit based on one (1) month's use may be assessed. For purposes of establishing deposits and projecting monthly bill, the Company shall consider the length of time the Customer can reasonably be expected to take service, past consumption patterns, end use of the service, and consumption patterns of other similar Customers.
- The Customer shall be informed of, and the Company shall permit, payment of any required single phase deposit in equal installments over a period of at least four (4) months when deposits are based on two (2) average months' usage and a period of at least six (6) months when deposits are based on three (3) average months' usage. An additional two (2) months shall be given to Customers who have been assessed an additional deposit due to documented diversion (meter bypass). Disconnection for nonpayment of deposit shall be governed by Section V, Index Number R5, Discontinuance of Service.
- E. The Company shall maintain a record of all deposits received from Customers, showing the name of each Customer, the address of the premises for which the deposit is maintained, the date and amount of deposit, and the date and amount of interest paid. These dates are stored electronically in the Company's billing system.
- F. Once an account service application is received and an account is available, deposit may be made in person, online, or by phone. Whenever a security deposit is accepted, the Customer's online account will indicate payment in the month the deposit is paid. Or if deposit is paid in person, a written receipt will be available upon request. The bill for the first month or the bills for the installment period of the deposit will indicate the amount of deposit required and paid.
- 1) Statement of the terms and conditions governing the use, retention and return of deposits, as set forth in Section G.
 - 2) However, in lieu of receipt, the Company may indicate on the monthly Customer billing the amount of any security deposit retained by the Company, provided that the information required by subsections (E) and (F) above is otherwise individually given in writing to the Customer. In all cases a receipt shall be given upon Customer request.

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- G. Upon termination of service, if the deposit is not to be transferred, or after twelve (12) months if the Customer has paid ten (10) out of the last twelve (12) bills on time, deposits collected from single phase Customers shall be credited with interest to their utility bills. All other (three phase) Customer security deposits over \$300 will be retained by the Company until termination of service. Deposits under \$300 shall be returned to the Customer after 36 months of consecutive on time payments. Any three phase Customers and services, not to exclude Industrial and STR Customers and services will have their deposits recalculated when there is a material change in service. Customers may request that the Company recalculate their deposit at a shorter interval. The Company and/or Customers shall have 30 days to correct the deposit on file. A deposit need not be returned until all disputed amounts are paid. When refunded or credited, the deposit shall include accrued simple interest at a rate not less than that provided by K.S.A. 1978 Supp. 12-822 and amendments.
- H. Interest payments on all deposits shall be credited to the Customer's bill or refunded at least once a year.
- I. Service deposits shall be nontransferable from one Customer to another Customer; however, upon termination of the Customer's service at the service address, the Company may transfer the deposit to the Customer's new active account.

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- J. Security deposits paid to the utility by any payment method approved for the payment of bills (cash, check, credit card, debit card or electronic payment, etc.) shall be considered as paid in "cash" to the Company. These deposits shall accrue interest according to Section R2.H.
- K. The Company shall accept the written guarantee of any of its single phase Customers with no deposit on file who has made ten (10) of the last twelve (12) payments on time with no undisputed payment remaining unpaid after thirty (30) days. The Company shall require the guarantor to sign an agreement allowing the Company to transfer the Customer's debt to the guarantor's electric account. In the event the Customer's debt is transferred to the guarantor's account, the guarantor will have the same time to pay the deposit as a new Customer and can be disconnected for nonpayment under conditions set out in Section V, Index Number R5, or the Cold Weather Rule. The Company shall not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit or for attorney or collection fees.
- The guarantor shall be released when the Customer would qualify for a deposit refund under Section R3.G., above, or upon termination of service and payment of utility bills.
- L. For any Customer, the Company may accept a surety bond, or irrevocable letter of credit in lieu of cash deposit.

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(Name of Issuing Utility)

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SECTION 4. STANDARDS ON BILLING PRACTICESA. GENERAL

The Company will normally bill each Customer each billing period in accordance with its applicable rate schedules. Billings will be issued on a monthly or other basis as may be in accordance with the practices of Southern Pioneer Electric Company. Meters shall be read periodically at intervals of approximately thirty (30) days and bills shall be payable monthly. Company reserves the right to adopt the plan of dividing the municipality or territory served into districts and to render bills in each district at a selected time. Each utility/service bill issued to the Customer shall show:

- 1) The beginning and ending meter registration for the reading period, except that estimated billings shall disclose that it is based on estimated meter reading. The entire word "Estimated" shall be shown on the bill.
- 2) The date of the meter reading and the date of the bill. The Company shall read meters in a range of no less than 26 days and no more than 36 days for monthly billing. The Company may vary its meter reads from this period to take into account the effects of connections, disconnections and for Customers who request a billing cycle change.
- 3) The final date by which a payment can be received before a delinquency charge is imposed.
- 4) The actual or estimated usage during the billing period.
- 5) The amount due for prompt payment and the amount due after delinquency in payment.
- 6) The fuel, power or energy cost adjustment in cents per kilowatt-hour (kWh) and the total amount of the adjustment due.
- 7) If the energy cost adjustment is prorated each proration factor and associated usage shall be shown on the bill.
- 8) The Property Tax Surcharge ("PTS") in cents per kilowatt-hour (kWh) and the total amount of the PTS due.
- 9) The amount of additional charges due for past due accounts, security deposits, collection, trips, reconnection or disconnection charges, installment payments, and other utility charges authorized by the Commission.
- 10) The total amount due for the current billing period.
- 11) The amount due for franchise use, sales tax, or other tax, stated separately.

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THE STATE CORPORATION COMMISSION OF KANSAS

Index No. R4 SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R BillingSERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule R&R BillingWhich was filed December 4, 2018

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- 12) The address and telephone number of the Company and the office where a Customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise complain.
- 13) General information explaining overall changes in rates and Customer charges shall be made available to Customers through bill inserts or direct mail when new rates are implemented as approved by the State Commission .
- a. The Bill shall also show any adjustment to previous billings.
- b. The Company may include on the bill for utility services other charges for special services. Special services are those not authorized by tariff or otherwise specifically regulated by the Commission, such as the sale of merchandise or services performed in connection therewith. Charges for special services shall be designated clearly and separately from charges for utility services. If the Customer makes partial payment for the total bill, the Company shall credit payment: a) first to the balance outstanding for utility service beginning with the oldest service debt, b) then to additional utility charges (such as disconnection /reconnection/collection fees, etc.), and c) then to special charges as defined above.
- c. If the Customer is paying under a level or budget payment plan, each bill shall also clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage, in dollars to date.
- d. If the Customer is paying down an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts shall be printed on the bill and clearly labeled.

B. APPLICATION OF FRANCHISE TAX OR SIMILAR TAX PROVISION

1) General Regulations

When any city, town or taxing authority imposes a franchise, occupation, gross receipts, business, sales, license, excise, privilege or similar tax upon the electrical operations of this Company within said city, town or taxing authority boundary, the amount thereof shall be charged to each Customer within said city, town or taxing authority boundary, in the same form in which it is imposed on the Company.

2) Method of Billing

All such taxes so imposed on this Company shall be added as a separate charge to Customer's bill for electric service.

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3) Class of Customer Exempted

Any particular class of Customer exempted from said tax by said city, town or taxing authority in the calculation of said tax upon the Company shall be exempt from the adder contemplated herein.

C. ESTIMATED METER READING:

- 1) The Company may render a bill based on estimated meter reading only if the estimating procedures employed by the Company and any substantial changes in those procedures have been approved by the Kansas Corporation Commission. And, if the bill is rendered:
 - When extreme weather conditions, emergencies, work stoppages, or other circumstances beyond the Company's control prevent actual meter readings;
 - When the Company is unable to reasonably obtain access to the Customer's premises for the purpose of reading the meter and efforts to obtain a Customer reading of the meter, such as mailing or leaving pre- addressed forms upon which the Customer may note the readings are unavailing;
 - When the Customer does not furnish a meter reading as requested by the Company; or
- 2) Notwithstanding subsections (1) above, the Company may also render a bill based on estimated meter reading as a Customer's final or initial bill only when:
 - The Customer so requests and any necessary adjustments are made to the bill upon a subsequent actual meter reading by the Company.
 - An actual meter reading would not show actual Customer usage but is used in estimating usage, or
 - An actual meter reading cannot be taken because of broken meter or other equipment failure.

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3) Maximum number of estimated bills.

- The Company may, however, render a bill based on estimated meter reading for more than three (3) consecutive billing periods or six (6) months, whichever is less. Before rendering an estimated bill under Subsections (a) and (b), the Company may request the Customer to provide a meter reading upon pre-addressed forms.
- The Company may not render an estimated monthly bill more than a total of six times per year.

4) When the Company renders an estimated bill in accordance with this Section, it shall:

- Maintain accurate records of the reasons therefore and efforts made to secure an actual reading;
- Meter readers should not make field estimates of usage. Meter readers having specific knowledge of a customer's circumstances should relay that information to the billing department whose responsibility is to calculate estimates according to established guidelines.
- Maintain estimated bill records for at least 36 months and in the same manner as all other customer billing history.
- Clearly disclose on the bill that it is based on an estimated meter reading by showing the entire word "Estimated"; and
- Make any appropriate adjustment upon subsequent actual reading of the meter.

5) A utility may also render a bill based on an estimated meter reading when the customer is paying under an average or level payment plan under which payments are based on an estimated or projected average usage if:

- The plan has been approved by the Commission;
- Actual meter readings and appropriate disclosures are made.

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6) Proration of fuel, power, or energy cost adjustment.

- Proration of fuel, power, or energy cost adjustment is optional. If these adjustment(s) are prorated, each ECA factor and estimated usage associated the ECA must be shown on the bill.
- Fuel, power, or energy cost adjustment must be prorated during the billing month in which a change in rates or tariffs becomes effective.

7) Proration of customer charges.

A. Customer charges shall be prorated only in following situations;

- Connection or disconnection of service which causes the billing cycle to be outside the range of 26 through 36 days.

D. RESPONSIBILITY FOR PAYMENT OF A BILL

The Company shall not threaten or refuse service to, or threaten or disconnect the service of, an individual for an outstanding debt on an account unless that individual either signed the service agreement on the account or agreed orally at the time the service was established to be responsible for the account. The only exception to this rule is when the individual and the customer, who signed the service agreement or agreed orally at the time service was established to be responsible for the account, lived together when the debt was incurred and continue to live together.

The Company shall not threaten or refuse service to or threaten or disconnect the service of an individual for an outstanding debt more than five (5) years old if the service agreement was signed and three (3) years if the agreement was oral.

Once a year, the Company shall mail to each of its customers a notice apprising them of the Commission's complaint procedure including its role in settling complaints which have reached an impasse. The notice should include the Commission's Consumer Protection Office's telephone number as well as a comment/complaint form concerning the Company's performance. The notices or copies of the notices shall be sent to the Commission.

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E. STANDARDS ON DELAYED PAYMENT CHARGES

- 1) All bills for utility service are due and payable upon receipt. A customer of the Company shall be able to specify to which utility electric service the payment(s) are to be applied, regardless of whether the payments are for current usage or arrearages. The Company shall inform its customers of the ability to specify to which electric service the payment(s) are to be applied. A bill shall be deemed delinquent if payment thereof is not received by the Company or its authorized agent on or before the date stated on the bill which date shall be;
- 2) Penalties will be assessed on the 20th day after the date of billing. When a bill becomes delinquent; a late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the customer's bill, and any collection efforts by the Company shall be initiated.
- 3) If the last calendar day for remittance falls on a Sunday, legal holiday, or any other day when the offices of the Company are not open to the general public, the final payment date shall be extended through the next business day.
- 4) Arrearage Average Payment Plan - The customer will have up to 12 months to pay off an arrearage with the initial payment being the arrearage plus the bill for consumption during the most recent billing period for which service was provided, divided by 12. Arrearages from a previous Cold Weather Rule plan or an Arrearage Average Payment Plan must be paid off before entering into this plan. Customers must be informed of this option.
- 5) The Company may discontinue service for a delinquent bill after issuing the notice required by Section V, Index Number R5, Discontinuance of Service to Customers.

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a. Non-AMI Metered Customers

If service is discontinued because of non-payment of a bill, or collection is made at the customer's premises, a company employee must make a trip to collect, on the exact day disconnection is to occur, the Company shall require a collection charge and if disconnection takes place a disconnection charge. Such collection or disconnection charge shall be as provided in Section VII, K, Sheet 3, Index Number R7 of the Company's rules and regulations filed with and approved by the Commission.

After disconnection of service for non-payment of a bill should service be reconnected in accordance with the appropriate provisions of the Company's rules, regulations and tariffs a reconnection charge shall be applied. Such reconnection charge shall be as provided in Section VII, K, Sheet 3, Index Number R7 of the Company's rules and regulations filed with and approved by the Commission.

b. AMI Metered Customers

If service is discontinued because of non-payment of a bill and the meter has remote disconnect capabilities, the Company shall require a disconnection charge and no reconnection charge. Such disconnection charge shall be as provided in Section VII, K, Sheet 3, Index Number R7 of the Company's rules and regulations filed with and approved by the Commission.

If service is discontinued because of non-payment of a bill and the meter does not have remote disconnect capabilities, i.e. a company employee must make a trip to collect, the Company will assess a collection fee. In addition, if the Company employee disconnects the meter, the Company shall assess a disconnect fee as well as a reconnection fee when service is reconnected. Such collection or disconnection charge shall be as provided in Section VII, K, Sheet 3, Index Number R7 of the Company's rules and regulations filed with and approved by the Commission.

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F. COLD WEATHER RULE**1) Application**

The provisions of the Cold Weather Rule (CWR) allow for special payment and disconnection procedures for any Kansas residential customers with unpaid arrearages to retain or restore utility service throughout the cold weather period, which extends from November 1 through March 31.

2) Prohibitions on Disconnections

Company shall not disconnect a customer's service between November 1 and March 31 when the local National Weather Service forecasts the temperature will drop below 35 degrees or will be in the mid-30s or colder within a 48-hour period unless:

- i. It is at the customer's request;
- ii. The service is abandoned;
- iii. A dangerous condition exists on the customer's premises;
- iv. The customer violates any rule of the Company which adversely affects the safety of the customer or other persons, or the physical integrity of the Company's delivery system;
- v. The customer causes or permits unauthorized interference with, or diversion or use of utility service (meter bypass) situated or delivered on or about the customer's premises;
- vi. The customer misrepresents its identity for the purpose of obtaining or retaining utility service; or
- vii. The customer tenders an insufficient funds check as the initial payment or an installment payment under a Cold Weather Rule payment plan and does not cure the insufficient payment during the 10-day period after a disconnection notice is sent to the customer.

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Under i, ii, iii, iv, y, and vi the Company may disconnect the service immediately. Under vii, the Company may disconnect the customer 48 hours after a disconnection notice is left on the customer's door or a personal or telephone contact is made with the customer of record and the telephone number of the Commission's Consumer Protection Office is given to the customer, or (10) days after a disconnection notice is sent, whichever is quicker. Under vii, the Company may disconnect the customer 10 days after a disconnection notice is sent if the customer has not cured the insufficient payment during that 10-day period.

Services disconnected under (iii) or (iv) above must be restored as soon as possible after the physical problems as defined in (iii) or (iv) have been corrected. Service disconnected under (v) must be restored as soon as possible after payment by the customer of the full value of the diverted service.

In order to prevent disconnection when the temperature is 35 degrees or above, or to be reconnected regardless of temperature the Company will act in accordance with Kansas law.

Services disconnected under (iii) or (iv) above must be restored as soon as possible after the physical problems as defined in (iii) or (iv) have been corrected. Service disconnected under (v) must be restored as soon as possible after payment by the customer of the full value of the diverted service. The value of the diverted service shall be estimated based on the historic use of the customer or the residence.

3. Responsibilities of Customers

In order to prevent service disconnection when the temperature is 35 degrees or above, or to have service reconnected regardless of temperature, a customer must comply with the following provisions. To qualify for the benefits of the Cold Weather Rule, the customer shall:

- i. Inform the Company of the customer's inability to pay the bill in full;
- ii. Provide sufficient information to allow the Company to make a payment agreement;
- iii. Make an initial payment of 1/12 of the arrearage amount, 1/12 of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable deposit and enter into an 11-month plan for payment of the balance of the arrearage, or enter a payment plan as negotiated with the Company for the payment of the arrearage amount; and
- iv. Apply for federal, state, local or other assistance funds for which the customer is eligible;

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4. Responsibilities of the Company**i. Non-AMI Metered Customers**

a. Once a year, at least 30 days prior to the Cold Weather Rule period, Company shall mail a written notice of the Cold Weather Rule to each residential customer who is currently receiving service as well as to each residential customer who has been disconnected during or after the most recent cold weather period and who remains without service. Company shall file a copy of the notice with the Commission.

b. Company shall send one written notice mailed first-class at least ten (10) days prior to termination of service. A customer may not be disconnected until a 48-hour forecast above the activating temperature is predicted by the National Weather Service. During the first 24 hours, which will be the day prior to disconnection, the Company shall make at least one telephone call attempt with the customer of record and make one attempt at a personal contact with the customer of record on the day prior to termination of service if telephone contact on that day was not made. The telephone call attempt(s) and personal contact the day prior to disconnection is in addition to the already existing notice requirements contained in the Company's Rules and Regulations, Index No. R5, sheets 1 through 7. If the customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, the utility employee shall leave a disconnect message on the door on the day prior to disconnect. There will be no charge for this service. On the day of disconnection, the Company must receive a 24-hour forecast above the activating temperature from the National Weather Service. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Company must wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

In the telephone contact(s), the 10-day written notice, the personal contact and the disconnect message on the door, in addition to the existing requirements contained in Company's Rules and Regulations, Index R5, sheets 1 through 7, the Company shall also inform the customer of the existence of the Cold Weather Rule, that the customer can avoid disconnection by complying with Section D. (3) of the Company's Rules and Regulations, and the telephone number of the Commission's Consumer Protection Office.

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- c. Inform the customer of, or provide a list of, the requirements of Section D. (3) of the Company's Rules and Regulations.
- d. Inform the customer of, or provide a list of, organizations where funds are available to assist with payment of utility bills.
- e. Inform the customer of, or provide a list of, all other pay arrangements for which the customer might qualify. Prior to discussing any plan for Cold Weather Rule payments over a period of fewer than 12 months, the Company must inform the customer of the customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installment payments over the next 11 months.

ii. AMI-Metered Customers

- a. Once a year, at least 30 days prior to the Cold Weather Rule period, Company shall mail a written notice of the Cold Weather Rule to each residential AMI-metered Customer who is currently receiving service as well as to each AMI-metered residential customer who has been disconnected during or after the most recent cold weather period and who remains without service. Company shall file a copy of the notice with the Commission.
- b. Company shall send one written notice mailed first-class at least ten (10) days prior to termination of service.
- c. The utility should notify, or attempt to notify, customers, via customers preferred choice, informing the Customer of the Utility's intent to disconnect at least two (2) days before they are to be disconnected.

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d. A customer may not be disconnected until a 48-hour forecast above the activating temperature is predicted by the National Weather Service. During the first 24 hours, which will be the day prior to disconnection, the Company shall make at least one telephone call attempt with the customer of record. If the customer of record is not contacted during the phone call(s) on the day prior to termination of service, the utility employee shall leave a disconnect message on the door on the day prior to disconnect. There will be no charge for this service. If the customer of record is contacted during the phone call(s) the day prior to termination of service, the utility employee shall not be required to leave a disconnect message on the door on the day prior to disconnect. On the day of disconnection, the Company must receive a 24- hour forecast above the activating temperature from the National Weather Service. If the forecast requirement is met, the utility may then disconnect the customer and shall not be required to make an on premises collection attempt on the day of disconnection. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Company must wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

In the telephone contact(s), the 10-day written notice and the disconnect message on the door, in addition to the existing requirements contained in Company's Rules and Regulations, Index RS, sheets 1 through 9, the Company shall also inform the customer of the existence of the Cold Weather Rule, that the customer can avoid disconnection by complying with Section D. (3) of the Company's Rules and Regulations, and the telephone number of the Commission's Consumer Protection Office.

e. Inform the customer of, or provide a list of, the requirements of Section D. (3) of the Company's Rules and Regulations.

f. Inform the customer of, or provide a list of, organizations where funds are available to assist with payment of utility bills.

g. Inform the customer of, or provide a list of, all other pay arrangements for which the customer might qualify. Prior to discussing any plan for Cold Weather Rule payments over a period of fewer than 12 months, the Company must inform the customer of the customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installment payments over the next 11 months.

h. Adopt and inform customers about a third-party notification plan.

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5) Other Provisionsa. Security Deposits

Deposits made in conjunction with the Cold Weather Rule may be amortized over the period of the payment plan, except that no security deposit may be amortized over fewer months than what is permitted by Index No. R3 of the Company's Rules and Regulations.

b. Weatherization Programs

The Company will inform its customers of the long-range advantages of weatherization programs.

c. Default

The issuance of an insufficient funds check for the initial payment or for any installment of the payment plan, unless subsequently cured by the customer, shall constitute a default of the Cold Weather Rule payment plan. A customer who defaults on a Cold Weather Rule payment plan is not eligible for the arrearage average payment plan under Index R4, sheet 4, unless the arrearages from the prior Cold Weather Rule plan are paid. A customer who defaults on a Cold Weather Rule payment plan is eligible to enter into a new Cold Weather Rule payment plan upon making an initial payment as set forth in the Company's Rules and Regulations at Index No. 4, sheet 6, (3) iii, paying any disconnect and reconnect charges and complying with the customer responsibility provisions of the Company's Rules and Regulations, Index No. R4, (3). A payment plan of any length that is negotiated by the customer and the Company after the customer has been informed of the payment plans required to be offered under the Cold Weather Rule is considered to be a Cold Weather Rule payment plan. However, a customer with a payment plan of fewer than 11 months shall not be considered to be in default of the payment plan if the actual payments that have been made are equal or greater than the amount that would have been required under an 11-month payment plan for arrearages.

d. Renegotiation of Cold Weather Rule Agreement

The customer will be encouraged to renegotiate Cold Weather Rule payments if the customer receives utility or other lump sum assistance.

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e. Alternative Cold Weather Rule Plans

Company may file a Cold Weather Rule plan with terms as favorable or more favorable to the customer than the terms outlined above.

G. RESIDENTIAL BUDGET PAYMENT PLAN1) Availability

One of two Budget Payment Plans is, by mutual agreement between the Customer and the Company, available to any qualifying Residential Customer under the Single Phase rate schedule. Such customers may elect to be billed, and must pay for, all electric service provided by the Company under said schedule, in accordance with the terms and provisions of the Company's Budget Payment Plans.

a) Residential Budget Payment Plan Options

- i. Option One – Even Payment Plan: At the request of any qualifying Customer, the Company shall submit an estimated bill based on the average of the bills rendered for the current month and the preceding eleven months or an estimated bill for electric service to be rendered during the contract period, which divided by the number of months in such contract period, shall be the monthly installment.
- ii. Option Two – Twelve-month Rolling Average Variable Payment Plan: At the request of any qualifying Customer, the Company shall submit an estimated bill based on the average of the bills rendered for the current month and the preceding eleven months. This will be the Customer's current monthly installment. The same calculation method will be used to calculate each succeeding monthly installment for the Customer. The monthly payment will not remain the same from one month to the next in most instances.

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2) Conditions of Budget Payment Plans

The Customer shall be entitled to receive electric service under the chosen Budget Payment Plan provided the Customer shall agree:

- a) That each monthly installment shall be paid on or before the due date thereof.
- b) That the late payment charge provided in these Rules and Regulations will be assessed if a bill becomes delinquent.
- c) That failure to pay any monthly installment on or before the delinquent date shall be cause for termination by the Company of the Budget Payment Plan with respect to Customer, in addition to other remedies permitted, by these Rules and Regulations.
- d) That the estimate shall apply only to the premises then occupied by the Customer and that if such premises are vacated during the period covered by said estimate, the Budget Payment Plan with respect to the Customer shall immediately terminate.
- e) That if the Budget Payment Plan is terminated, any amounts payable by or due to the Customer on account of the metered service during the period covered by the Plan shall be billed or credited to the Customer.
- f) That until terminated by either party, the Budget Payment Plan shall be renewed automatically.
- g) That the Budget Payment Plan may be periodically reviewed by the Company and the monthly installment payment shall be revised if it appears at any time on review that the debit or credit balance at the end of the contract period shall substantially exceed the estimate; and
- h) That the difference between the accumulated total amount of the Customer's billings determined by metered usage, and the accumulated total of the amounts paid before the final month of the contract period shall be charged or credited, as the case may be, to the service bill for the final month of such contract period, which shall be subject to current settlement before the start of the next contract period.

3) Application

The customers electing to use a Budget Payment Plan must contact the Company to enroll in the desired Plan.

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4) Eligibility

To be eligible to be billed under the terms and provisions of a Budget Payment Plan, the customer must be taking service under the applicable tariff, and must meet the following requirements:

- a) The customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service.
- b) A customer who has been delinquent three (3) or more times in the last twelve (12) months at their current or previous location may be refused participation in a Budget Payment Plan until the customer has established a twelve- (12) consecutive month payment period with no more than two (2) delinquent payments.

5) Election

Any residential customer who is eligible may elect to be billed on a Budget Payment Plan t. Customers may enroll in the program during any month of the year.

6) General Rules and Regulations Applicable

Except as expressly set forth above, either Budget Payment Plan option in no way modifies, terminates or suspends any of the Company's or Customer's rights or obligations under the General Rules and Regulations Applying to Electric Service, including but not limited to payment of bills and discontinuance of service provisions.

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Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R Billing

SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule R&R BillingWhich was filed December 4, 2018

No supplement or separate understanding
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H. PAYMENT METHODS FOR UTILITY BILLS

- 1) Mail: Payment may be made by mail with a check or money order along with bill stub. The Company may require a returned check charge pursuant to the Company's Service Fees Rate Schedule (Index No. R7 Sheet 3 of 3 Section K) under this payment option for insufficient funds.
- 2) Automatic Withdrawal: Payment may be made automatically each month from customer's bank account or reoccurring credit/debit card through the Company's Automatic Withdrawal program. The Company may require a returned check charge pursuant to the Company's Service Fees Rate Schedule (Index No. R7 Sheet 3 of 3 Section K) under this payment option for insufficient funds.
- 3) Pay in Person: Payment may be made in person with cash, check, money order, e-Check, credit or debit cards, along with bill stub, at a walk-in location, third party location or Kiosk station. A list of locations and Kiosk stations are accessible from the Company's website or by calling the Company's toll-free customer service phone number. The Company may require a returned check charge pursuant to the Company's Service Fees Rate Schedule (Index No. R7 Sheet 3 of 3 Section K) under this payment option for insufficient funds.
- 4) Pay On-Line: Payment may be made on-line with an e-Check, credit or debit card using the Company's authorized third-party vendor payment portals (SmartHub, and Mobile E-bill, etc.); provided, however payment by credit card may only be made by a customer taking single-phase service.
- 5) Pay By Phone: Payment may be made by phone with an e-Check, credit or debit card using the Company's authorized secure third-party vendor provided, however payment by credit card may only be made by a customer taking single-phase service. Payment by this method is accessible through the Company's toll free customer service phone number.

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SECTION 5. DISCONTINUANCE OF SERVICEA. GENERAL REASONS

- 1) The Company may discontinue or refuse service for any of the following reasons:
 - a. When the customer requests it.
 - b. When the service is abandoned.
 - c. When a utility bill becomes delinquent as provided in Section IV, A, (3), Index Number R4, Sheet 1, after proper notice, as provided in Section V, C, on sheet 3 through 7, below.
 - d. When a dangerous condition exists on the customer's premises. In any case where Company has received notice that a condition dangerous to life or property exists on customer's premises, Company, may, without any advance notice, shut off the service, and same shall not be resumed until such dangerous condition has been eliminated. The Company assumes no responsibility for defect in customer's appliances or equipment.
 - e. When the customer fails to provide credit information, security deposit or guarantee, as set forth in Section III, A, Index Number R3, Sheet 1, or has a previous undisputed and unpaid separate account for utility service with the Company.
 - f. When the customer misrepresents his or her identity for the purpose of obtaining utility service.
 - g. When the customer refuses to grant Company personnel access, during normal working hours, to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement.
 - h. When the customer violates any rule of the Company which violation adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery system.
 - i. When the Customer causes or permits unauthorized interference with, or diversion or use of (meter bypass), Company's service situated or delivered on or about the customer's premises.
- 2) None of the following shall constitute sufficient cause for the Company to discontinue service:

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- a. The failure of a customer to pay for special charges, as defined in Section IV, A, 12, b, Sheet 2.
- b. The failure of the customer to pay for service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of service at a separate metering point, residence, or location in accordance with these rules, the Company may transfer any unpaid balance to any other service account with the customer's written consent, provided, however, that in the event of the failure of the customer to pay a final bill at any metering point, residence or location, the Company may transfer such unpaid balance to any successive service account opened by the customer for the same class of service, and may discontinue service at such successive metering point, residence or location for non-payment of such transferred amount.
- c. The failure of the customer to pay for a different class of service received at the same location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this rule.
- d. The failure of a customer to pay a bill which is in dispute; provided, however, that the customer pays that portion of the bill not in dispute.
- e. The failure to pay an unpaid service account more than five (5) years old if service agreement was signed and three (3) years old if agreement was oral.
- 3) Except for discontinuance pursuant to Section V, A, 1, a., b., d., h., or i., Sheet 1, above, the Company shall not discontinue service unless;
- a. At the time of the proposed discontinuance, for one hour after discontinuance and on the full work day following discontinuance, the Company office or authorized personnel identified in the notices given pursuant to Section V, C, Sheet 3 through 7, following, are open or available to the customer for the purposes of making pay arrangements preventing discontinuance or obtaining reconnection; and
- b. The Company employee who is to disconnect service is also authorized to accept payment of amounts due for utility charges and thereby either avert disconnection or provide for reconnection.

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B. DISCONTINUANCE IN SPECIAL CIRCUMSTANCES

1) If a residential customer notifies the Company and establishes that discontinuance would be especially dangerous to the health of the customer, resident member of the customer's family or other permanent resident of the premises where service is rendered, and such customer is unable to pay for such service in accordance with the requirements of the utility's billing or is able to pay for such service only in installments, the Company will either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so that the customer can make arrangements for reasonable installment payments. Company reserves the right to require proper medical documentation.

2) In determining whether discontinuance would be especially dangerous to health, consideration shall be given to the weather, and the customer's or other resident's medical condition, age, or disability.

C. NOTICE OF DISCONTINUANCE OF SERVICE**i. Non-AMI Metered Customers**

1) The Company will give the customer at least ten (10) days written notice before discontinuing service, unless the discontinuance is upon customer request, or involves a dangerous condition, a violation of Company rules or unauthorized interference diversion or use of service, Section V, A, 1, a., b., d., h. or i., Sheet 1, above, in which case the Company may discontinue service immediately. Also, the customer's disconnect date will not fall on any day that a Company representative is not available to take money, and also make necessary pay arrangements most beneficial to the Company and customer. However, if the Company has knowledge that persons other than the customer or member of the customer's family are residing at the premises where unauthorized interference, diversion, or use (meter bypass) is taking place, the Company shall give such persons a two (2) day written or twenty-four hour oral notice prior to discontinuance.

2) If the Company can prove that a customer has received service by using a false identity, it may disconnect the customer 48 hours after a personal or phone contact is made with the customer on record and the telephone number of the Commission's Consumer Protection Office is given to the customer, or ten (10) days after a disconnect notice is sent, whichever is quicker.

3) A notice (separate from other utility bills, information or advertising) shall be sent to the account name and address and in the case of residential occupancy, to the address where service is provided, if different. Service of notice by mail is complete upon mailing. The Company shall maintain an accurate record of the date of mailing, and the effective dates of the notice. The notice shall be effective for one (1) month after initial date upon which and after which service can be disconnected.

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4) The Company will notify, or attempt to notify, customers by phone or as preferred by the customer, if preferred method is available at least two (2) days before they are to be disconnected as a final notice before disconnection.

5) If the records of the Company show that the service account which it proposes to discontinue serves more than one residential dwelling unit, the Company shall also post a notice of discontinuance in a common area of the residential building served. Such notice shall be posted at least five (5) days prior to the discontinuance date specified therein.

6) The employee of the Company who is to disconnect service shall:

Immediately preceding the discontinuance of service, make a reasonable effort to:

a. Contact and identify themselves to the customer or responsible person then upon the premises and shall announce the purpose of his or her presence;

b. Identify and record the name of the person contacted;

c. Accept payment of all amounts tendered to them which are necessary to avert disconnection;

d. Record statements disputing the accuracy of the delinquent bill;

e. Record statements disputing the accuracy of the utility's findings concerning the cause for discontinuance; and

f. Record statements concerning the medical condition of any permanent resident of the premises.

If contact with the customer is not made, the employee shall leave a notice upon the premises in a manner conspicuous to the customer disclosing the date and time of discontinuance and giving the address and telephone number of the office where the customer may arrange to have service restored.

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ii. AMI Metered Customers

1) The Company will give the customer at least ten (10) days' written notice before discontinuing service unless the discontinuance is upon customer request or involves a dangerous condition, a violation of Company rules or unauthorized interference diversion or use of service. Section V, A, 1, a., b., d. • h. or i.. Sheet 1, above, in which case the Company may discontinue service immediately. Also, the customer's disconnect date will not fall on any day that a Company representative is not available to take money, and also make necessary pay arrangements most beneficial to the Company and customer. However, if the Company has knowledge that persons other than the customer or member of the customer's family are residing at the premises where unauthorized interference, diversion, or use (meter bypass) is taking place, the Company shall give such persons a two (2) day written or twenty-four-hour oral notice prior to discontinuance.

2) If the Company can prove that a customer has received service by using a false identity, it may disconnect the customer 48 hours after a personal or phone contact is made with the customer on record and the telephone number of the Commission's Consumer Protection Office is given to the customer, or ten (10) days after a disconnect notice is sent, whichever is quicker.

3) A notice (separate from other utility bills, information or advertising) shall be sent to the account name and address and in the case of residential occupancy, to the address where service is provided, if different. Service of notice by mail is complete upon mailing. The Company shall maintain an accurate record of the date of mailing, and the effective dates of the notice. The notice shall be effective for one (1) month after initial date upon which and after which service can be disconnected.

a. The Company will notify, or attempt to notify, customers by phone, or as preferred by the customer, if available, at least two (2) days before they are to be disconnected. The automated call or notification will remind customer that they are past due and to prevent disconnection that they need to call the office within 48 hours.

4) On the day of disconnection, the Company may disconnect the customer. The Company shall not be required to make an on premises attempt or leave a disconnect message on the customer's door.

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5) If the records of the Company show that the service account which it proposes to discontinue serves more than one residential dwelling unit, the Company shall also post a notice of discontinuance in a common area of the residential building served. Such notice shall be posted at least five (5) days prior to the discontinuance date specified therein.

D. RESTORATION OF SERVICE

- 1) Upon the customer's request, the Company shall restore service promptly when the cause of discontinuance of services has been eliminated. applicable restoration charges paid and if required, satisfactory credit arrangements have been made.
- 2) At all times every effort shall be made to restore service on the restoration day requested, and in any event, restoration shall be made no later than the next business day following the day requested by the customer.
- 3) For all non-AMI customers and AMI customers disconnected for reasons other than for non- payment of a bill, the Company may charge an authorized fee for the restoration of service as provided in, Index Number R7, Sheet 3.

E. REVIEW OF DISPUTES

- 1) When a customer advises the Company prior to the date of the proposed discontinuance of service that all or any part of any billing as rendered is in dispute or that the utility's reasons for discontinuance are factually invalid. the Company shall:
 - a. Immediately record the date, time and place the complaint is made.
 - b. Postpone discontinuance until a full investigation is completed and the dispute found to be invalid.
 - c. Investigate the dispute promptly and completely.
 - d. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.

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2) A customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate personnel of the Company.

3) The Company in attempting to resolve the dispute in a mutually satisfactory manner may employ telephone communication, personnel meetings, formal and informal hearings, on-site visits or any other technique reasonably conducive to settlement of the dispute.

4) In the event that a dispute is not resolved to the satisfaction of the customer after full investigation, and the Company intends to proceed with discontinuance, the Company shall advise the customer of formal and informal procedures available before the Commission. The Company may then discontinue service if proper notice has been given.

F. MISAPPLICATION OF SERVICE

In case electric energy supplied by the Company to the customer is misused or misapplied by the customer so as to cause unsatisfactory conditions affecting the quality, safety or continuity of service to other customers, the Company shall discontinue the service unless within reasonable time, conditions complained of are remedied or discontinued by customer, provided, however, Company reserved the right to discontinue service without any notice if the misuse of electric energy causes a dangerous condition or failure of service to other customers.

G. RESELLING OR REDISTRIBUTING SERVICE

The Service furnished is for the sole use of the customer; customer shall not sell or re-deliver electric service to any other person without the written consent of Company. In case electric energy supplied by the Company to the customer is resold without the consent of the Company service shall be discontinued after two (2) days' notice and shall not be restored until customer has arranged to discontinue the reselling or redistribution of the service. If service is required to be discontinued for this cause, a reconnection charge shall be required to be paid before service is restored.

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SECTION 6. CUSTOMER'S SERVICE OBLIGATIONSA. LIABILITY PROVISIONS1) Interruption of Servicea. Liability of Customer

The Company will use reasonable diligence in furnishing a regular and uninterrupted service but in case such service should be interrupted, or fail by reason of an act of God or public enemy, war, accidents, strikes, or their equivalent, legal process, state or municipal interferences, breakdowns or injury to the equipment of the Company or extraordinary repairs, the Company will not be liable in damages for any such interruption of service.

b. Emergency Repairs

Company reserves the right to shut off supply of electric energy at any time when such action is necessary for the purpose of making repairs or in case of any emergency. In such case, Company shall make every reasonable effort to restore service at the earliest possible moment. An interruption of service will not relieve Customer from any charges for service which has actually been rendered.

2) Liability for Leakage and Damage

The Company will not be liable for any loss, damage or injury whatsoever caused by loss of electric energy after same has passed through the Company's meter herein defined as "point of delivery", nor for defects in the customer's wiring or appliances.

3) Liability

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

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B. COMPLIANCE WITH RATE SCHEDULES

If the Company has in effect more than one applicable rate schedule, Customer in order to secure the benefit of any rate must use service for purposes and in accordance with conditions specified in the schedule for such rate. Customers using service for purposes not permitted in rate schedule specified in service application may be required to execute new service application referring to the proper rate schedule. The Company reserves the right to re-bill for service rendered under the rate schedule applicable thereto for the period during which such service was in effect.

C. COMPLIANCE WITH RULES & REGULATIONS

All service furnished to customer shall be in accordance with these rules and regulations, and in case a customer fails to conform to such rules, the Company may after five (5) days notice in writing (unless otherwise provided for herein), discontinue service unless within such time conditions complained of are remedied. Such notice shall specify the cause of the default and the Company shall cooperate with the customer in suggesting the proper remedy. If service is discontinued, a reconnection charge may be required to be paid before service is restored.

D. SPECIFICATIONS OF ELECTRIC SERVICE

The type of electric service which will be furnished to the customer will depend on the location, size, and type of load to be served. It is necessary that the customer obtains from the local office of the Company the phase and voltage of the service that is to be furnished before proceeding with the purchase of motors, or special equipment, or the installation of wiring for the same.

A copy of the Company's Rules and Regulations, as on file with the State Corporation Commission, are kept in each local office of the Company, and customers may pursue these rules at any time during office hours.

When a customer proposes to acquire equipment for operation from existing circuits they should determine the voltage, phase and frequency for which such equipment is designed.

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The customer shall use the electric service supplied by the Company with due regard to the effect of such use on the Company's electric service to its other customers and on the facilities and equipment of the Company. The Company may refuse to supply electric service or may suspend electric service to a customer, without notice, if the customer's installation is in an unsafe or dangerous condition or is so designed or operated as to disturb the electric service supplied by the Company to other customers. Welding machines, large hoists, x-ray machines, primary capacitors, electric furnaces, equipment with excessive starting currents or intermittent or rapidly fluctuating load characteristics which adversely affect load regulation, and any experimental or unusual electric devices are expressly designated as disturbing uses and shall not be connected, except upon such prior special arrangements as may be made with the Company.

1) Motors and Equipment

a. General

In order that service to other customers may not be unduly affected, the latest IEEE standard for power quality must be followed.

Customers and contractors contemplating the purchase and/or installation of any three-phase motor or any single-phase motor larger than ten (10) horsepower, or a welder, should obtain from Company representative written information relating to the character of service available at the address of such proposed installation.

All motors served from primary distribution voltage shall have starting currents limited to a value which will not cause more than a 2% voltage dip, as measured on the primary side of the service transformer.

2) Protective Control Equipment

In all cases the customer should install and maintain the devices necessary to adequately protect his equipment and process during periods of abnormal service conditions or failure of part or all of the service supply.

E. SERVICE PREVIOUSLY INSTALLED

If service is installed and approved, Company will install metering equipment upon application for service and compliance with Company's rules and regulations.

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F. CUSTOMER'S WIRING

Where Company's rate schedules provide for separate metering of different classes of service, customer's wiring shall be so arranged that each class of service can be metered separately. Not more than one set of service wires will be run to one building or premises for each class of service furnished to customer.

G. SERVICE FOR LARGE USE CUSTOMERS

Because business establishments, whether Commercial or Industrial, will each have their own particular electrical needs, varying greatly in their size and characteristics, it is essential that details of each installation be discussed at an early date with the Company. Based upon this information, the Company will specify the service voltage and arrangement and guide the customer in selection of proper service equipment.

H. DEFECTIVE EQUIPMENT AND INTERRUPTED SERVICE

The customer is responsible for the safe operating condition of their building wiring and the appliances attached thereto. If wires or equipment in or about the customer's premises are found in an unsafe condition, the customer shall open his service switch immediately to shut off the flow of electric energy and notify the Company's office at once. Defective appliances shall be disconnected at once and properly repaired before using again. In case of interruption of service, customer shall notify the Company immediately.

I. ACCESS TO CUSTOMER'S PREMISES

The Customer shall give the duly authorized agents and employees of the Company full and free access to the premises of the Customer for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, removing any of the Company's facilities on the premises of the Customer, reading meters, or for any purpose incidental to the electric service supplied by the Company.

J. CUSTOMER'S INSTALLATION

Service entrances, switch boxes, service cabinets, switches, fuse blocks, conduit, wiring, connections, and other equipment, and the installation thereof for the reception, use, and control of electric energy by the Customer shall be of the type approved by the Company and shall meet the requirements of the National Electrical Code and comply with all state and municipal codes insofar as they apply.

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Any and all wiring, appliances, or equipment required to transform, control, regulate, or utilize beyond the point of delivery the electric service supplied by the Company which are furnished, installed, and maintained by the Customer shall be the sole responsibility of the Customer.

The Customer agrees to repair and replace when necessary, all wires and appurtenances furnished by the Customer for reception and use of electric service in a safe condition and in compliance with the National Electrical Code and all state and municipal codes insofar as they apply.

K. PROTECTION OF CUSTOMER'S EQUIPMENT

The Customer shall be responsible for determining whether the Customer's installation and all portions thereof, are and will be suitable for operation at the voltage, phase, and other characteristics of the class of service to be supplied by the Company.

The protection of the Customer's equipment is the full responsibility of the Customer. Any Customer desiring protection against interruptions, phase, failure, phase reversal, voltage variations, or other temporary irregularities or failure of part or all of the electric service shall, at his own expense, furnish on such Customer's installation such protective equipment.

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SECTION 7. UTILITY'S SERVICE OBLIGATIONSA. TYPE OF SERVICE

The service to be furnished under these rules shall be at available voltages, 60 cycle, single-phase, or three-phase where available.

B. CONTINUITY OF SERVICE

The Company will use reasonable diligence in furnishing a regular and uninterrupted service, but it shall not be liable in damages for any interruption of service due to accidents, legal processes, breakdown or injury to the equipment of the Company, or other conditions beyond the control of the Company.

C. TEMPORARY SERVICE

Service for any period of less than the regular contract period of five (5) years may be furnished at the request of the customer and the Company shall charge the energy rate approved in the most current Company Temporary Service tariff on file with the Commission and a minimum charge based on the cost of the construction to serve the temporary customer plus all labor costs of connection and disconnection of the customer. Connection of such temporary nature shall not affect the minimum charge of existing customers.

D. REQUEST FOR INVESTIGATION

The Company stands ready to render adequate and satisfactory service. If the customer feels that service is not satisfactory, the nearest office of the Company should be notified in order that a proper investigation may be made.

E. SAVING CLAUSES1) Rates

The rates under which the bills for services are rendered are the present legal rates of the Company on file with the Commission and are subject to change in manner authorized or permitted by Law.

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2) Rules and Regulations of the State Corporation Commission

These rules, regulations and conditions of service in no way supersede or modify any general rules or lawful orders of the Commission. If there is any conflict it shall be understood that the standard rules and regulations and the lawful orders of the Commission shall control, unless the Commission shall give approval of the Company's rules or regulations.

3) Franchise Provisions

If any rule or regulation herein shall conflict with the provisions of any franchise under which the Company is now operating or may hereafter operate in any municipality, then the provision of such franchise shall govern unless and until same shall have been changed by lawful order of the Commission.

F. WAIVER OF REQUIREMENTS

The requirements contained in these standards may be waived in individual cases by the Commission upon written request by the utility and a showing that compliance with the requirement would serve the interests of neither the utility nor the customer.

G. MAINTENANCE AND REPLACEMENT OF SERVICES

Company will maintain and replace when necessary all service wires, and appurtenances furnished by Company to serve customer. Customer will maintain and replace when necessary all wires, and appurtenances furnished by customer for reception and use of electrical energy, and maintain them at all times in condition to render satisfactory service.

H. INFORMATION REGARDING LOCATION AND CHARACTER OF SERVICE

Company reserves the right for security and privacy purposes not to divulge system information to any party. However, pertinent information will be provided, on a case-by-case basis.

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No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 3 of 4 Sheets

I. CHARGES FOR WORK DONE ON CUSTOMER'S PREMISES

The Company shall charge for all material and labor furnished at customer's request in the replacement or repair of customer owned wiring or equipment. The Company shall not charge for any costs of replacements or repairs to equipment furnished and owned by the Company on customer's premises except when damage is due to negligence or misuse of customer or when moved at customer's request.

J. AVAILABILITY

Service under these rules shall be available to any new customer within such Company's certified territory and upon execution of a contract for a minimum period of 5 years.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R UtilityReplacing Schedule R&R UtilityWhich was filed February 4, 2021

SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding
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K. SCHEDULE OF FEES SECTION

Applicable for customer charges under the Company's Rules and Regulations currently on file or as re-filed from time to time with the Kansas Corporation Commission.

	<u>Bus. Hrs.</u>
1. Collection Charge	\$15.00
2. Non-Pay Disconnection Charge (For meters without remote disconnection capabilities)	\$15.00
3. Non-Pay Disconnection Charge (For meters with remote connection capabilities)	\$5.00
4. Non-Pay Business Hours Reconnection Charge (For meters without remote connection capabilities)	\$15.00
5. Non-Pay Business Hours Reconnection Charge (For meters with remote connection capabilities)	\$0.00
6. Non-Pay After Hours Reconnection Charge (For meters without remote connection capabilities)	\$130.00
7. Non-Pay After Hours Reconnection Charge (For meters with remote connection capabilities)	\$0.00
8. Meter Reading Trip Charge (For meter reading of Non-AMI meters & non-pay meters without remote disconnection capabilities)	\$40.00
9. Returned Payment Charge – a charge not exceeding (The maximum provided by K.S.A. 60-2610) Plus Other Bank Fees	\$30.00
10. Other Bank Fees – Pass through charge not to exceed what the bank charged the Company (Foreign Bank Fee, etc.)	

(A) Customer must be informed of after hour charges.

Issued _____
Month Day YearEffective _____
Month Day YearBy _____
Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R ExtensionsSERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule INITIALWhich was filed December 20, 2016

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 4 Sheets

SECTION 8. LINE EXTENSION POLICYA. SINGLE PHASE LINE AND SERVICE

The Company will build the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single phase line per Customer under its established Rate Schedules. In the event the line extension exceeds one-quarter (1/4) mile per Customer, a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1.5%) of the construction cost of the intermediate line will be required.

B. MULTIPHASE LINE AND SERVICE

Whenever the Company extends a multiphase line or converts an existing line to furnish multiphase service to any Customer in its territory under the filed Rate Schedules, a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1.5%) of the Company's investment in facilities necessary to provide that service will be required. If customer wishes to not enter into contract, a lump sum payment will be required.

C. CONTRACT TERM

As evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of at least five (5) years. After the initial contract period, the monthly minimum or monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

D. SPECIAL CONTRACTS FOR SERVICE

(1) Notwithstanding any of the previous provisions, where it is necessary to make extensions or reinforce distribution lines to provide service such that in the sole judgment of the Company, the revenue to be derived from, or the duration of the prospective business is not sufficient under the above stated monthly Customer Charge to warrant the investment, the Company may require any or more of the following of the Customer before construction of equipment or facilities to supply service: (a) an adequate monthly Customer Charge calculated upon reasonable considerations, (b) a cash contribution in advance, and (c) an acceptable guarantee or bond.

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Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R Extensions

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Replacing Schedule INITIALWhich was filed December 20, 2016

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E. EXTENSION CHARGE1) Basis of Determining Costs

The term cost or actual cost as used herein will be the actual cost plus taxes of material, labor and equipment required, excluding transferred equipment. Material cost will be the invoice cost of material plus warehouse and handling charges.

Labor charges will be the average hourly rates for personnel assigned to the job plus an appropriate percent to cover use of tools. An allowance for Supervision and Engineering will apply to all above charges.

Equipment will be the average hourly or mileage rates for trucks or special power driven equipment.

2) Determination of Free Limit

The distance of the Customer's premises from the nearest existing circuit of adequate capacity, sufficient and suitable to provide service to the customer and to other customers thereto connected shall be used in determining whether customer is entitled to a free extension. Distances shall be measured along streets and alleys or dedicated easements provided for utilities and not across private property.

3) Right-of-Way and Franchise Limitations

Company shall not in any case be required to secure private right-of-way for the purpose of making extensions of distribution pole lines, or other facilities to premises of prospective customers. If at the Companies discretion private Easement is required, customer is required to pay for said easement. In certain situations company will require customer to acquire said easement for the company (example would be an oil company where they are already acquiring easements).

4) Additional Customers

If, within five (5) years from the date when service is first established on an extension additional customers are connected directly to the extension or to any subsequent extension, then a new determination of average extension per customer served by the extension will be made. In such cases each new customer shall guarantee to the Company a customer charge based on the adjusted average total extension per customer served, and the guarantees of customers already being served by the extension shall be adjusted so that the guarantees of all customers served from the extension will be uniform; provided that no such redetermination shall be made as will increase the customer charge already established for and required from existing customers.

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Schedule: R&R Extensions

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5) Extension - Property of Company

All extensions made under these rules shall at all times be and remain the property of Company.

6) Area Development

If the promoter, developer or owner of a development area request that Company construct its distribution system therein in advance of the completion of a substantial number of houses, Company may require a deposit from the promoter, developer or owner in sufficient amount to cover the cost of Company's distribution system, but the deposit shall be refunded without interest to the said promoter, developer or owner, proportionately, as the houses or buildings are constructed, occupied and connected to the distribution system during the succeeding five (5) years. Deposits not refunded within the five (5) year period shall be forfeited to the Company. It is the developers' responsibility to inform the Company when houses have been constructed.

F. UNUSUAL EXTENSIONS1) Unusual Extensions

If, in the judgment of Company, the extension is of such length or requires unusual construction costs and the prospective business which may be developed by it is so meager as to make it doubtful whether the business from the extension will ever pay a fair return on the investment, Company reserves the right to refuse to make such extension requested until the matter shall have been referred to the Commission for investigation and determination as to the reasonableness of such extension. Typical examples are fence charges or small water wells. Homes will not fall into this category.

If the construction contractor/developer is responsible for the construction costs of the electrical service and is not the end use Customer, contract term as referenced in Section VIII (C) is not available. Extension will be paid in advance before construction begins.

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Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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2) Customer's Guarantee

When the Customer's load requirements are unusually large or otherwise necessitate a substantial investment by the Company in special or additional equipment or facilities to serve the customer requirements, the Company may require a service agreement to be for an initial term of more than one year and a deposit sufficient to secure the Company's investment. If terminated or canceled prior to fulfillment of the contract, the payment by the customer shall be forfeited in the amount as may be necessary to protect the investment of the Company.

All extensions made under these rules shall at all times be and remain the property of Company.

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Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R MeteringReplacing Schedule ORIGINALWhich was filed November 21, 2013SERVICE AREA

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SECTION 9. METERINGA. POINT OF DELIVERY

The point of delivery at which electric energy is furnished to customer will be at Company's meter on the customer's premises, unless the point of delivery is otherwise defined by agreement between Company and customer. The Company assumes no responsibility for damages incurred beyond the point where ownership of facilities change, unless such damages are found to be a result of Company negligence.

Company will furnish and install at its expense, all metering installations in accordance with the Company's normal practices for the installation of meter loops, meter receptacles, meters and related appurtenances.

B. SEPARATE METERING

Where Company's Rate Schedules provide for separate metering of different classes of service for a single customer, Customer's wiring shall be so arranged that each class of service can be metered separately. Not more than one set of service wires will be run to one building or premises for each class of service furnished to the Customer. Each such installation shall be considered as a separate point of delivery and bills shall be separately calculated.

C. SINGLE METERING OF A MULTIPLE BUILDING OPERATION

Customers operating a single enterprise under one ownership and management where the property is contiguous and not intersected by public property subject to the jurisdiction of a municipality or other tax supported public agency, may arrange for metering at a single point of delivery. For safety purposes, crossing of public property to accommodate a segmented portion of the customer's electrical requirements is not acceptable. Allowances will be considered in special circumstances with all disputes ultimately decided by the Kansas Corporation Commission.

D. LARGE POWER METERING

The metering of each large power customer shall be treated separately.

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Month Day Year

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Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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SERVICE AREA

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Replacing Schedule ORIGINALWhich was filed November 21, 2013

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E. MULTI-METERING INSTALLATIONS

Where building or premises are occupied by more than one customer, Company will set as many meters as there are separate applications for service, and will connect the meters to one or more sets of service wires. Building wiring shall be so arranged as to permit the installation of Company's meters adjacent to each other.

F. METER SEALS

Seals will be placed by Company on all meters or meter enclosures, and such seals shall not be broken or disturbed by anyone other than authorized representative of Company.

G. ACCURACY AND TESTS

The accuracy and testing of Company's meters shall be in accordance with these general rules and regulations:

- (1) Whenever any test by the Company of a watt hour meter, while in service or on its removal from service, shall show such meter to have an average error or more than two percent (2%) fast or two percent (2%) slow, the following provisions for the adjustment of the electrical service bill shall be observed:
 - A. The error found shall be considered for the purpose of these rules to have existed for not more than six (6) months preceding the test or for the time the meter has been in service at the location if less than six (6) months, or from the actual time the meter became damaged if such time can be positively determined and is less than six (6) months prior to the time of the test.
 - B. If the meter is found to be faster than allowable the Company shall refund to the Customer concerned any overcharge caused thereby during the period of inaccuracy of the meter as defined above. The actual error of the meter and not the difference between the allowable error and the error of the meter as found shall be used as the basis for calculating the refund.
 - C. If the meter is found to under-register, the Company may render a bill to the Customer concerned for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as defined in the preceding paragraphs. Such action may be taken, however, only in cases where the bill for estimated inaccuracy amounts to five dollars (\$5.00) or more, and all such bills shall be conditional upon the Company's not being at fault for allowing the inaccurate meter to remain in service. The Company shall in no case render a bill for under-registration where a meter has been found to be slow, unless the particular meter has been tested in conformity with paragraph F. (1) of this Section.

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- D. In the case of a non-registering meter, which has been read by the Company during the period of non-registration, the Company shall not render a bill for estimated consumption extending over more than twice the regular interval between readings.
- E. Company bears the cost of meter testing, however, a customer who requests a special meter test, on a meter that has been tested within the last 3 years, the customer may be required to pay a meter test charge if the meter is tested and found to be accurate.
- F. DEMAND METERS. Whenever any tests, by the Company, of a demand meter while in service or on its removal from service shows such meter to be more than two percent (2%) in error, the provisions covering the adjustment of charges in the case of service watt hour meters shall be observed insofar as they are applicable. If the demand meter depends upon actuations from the watt hour meter or its reading, the average error of the demand meter shall be determined from the heavy load accuracy of the demand meter itself.
- G. SPECIAL METER TESTS. In the event a Customer requests the Company to test a meter, the Customer shall deposit with the Company a Meter Test Fee as filed in the Service Fees Rate Schedule. If the meter is found to be within the accuracy limits established, as referred to in paragraph F. (1) of this Section, the entire Meter Test Fee will be retained in order to help defray the Company's expense in testing the meter. In all other cases, the Meter Test Fee shall be refunded to the Customer.

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SOUTHERN PIONEER ELECTRIC COMPANY

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H. CUSTOMER'S WIRING INSTALLATION

All service entrance wire hereafter installed shall be so located that the point of attachment for Company's service wires shall be not less than twelve (12) feet or more than twenty-five (25) feet above the ground line, except that in special cases Company may designate a particular point of attachment.

All services, appliances and appurtenances hereafter installed by customer shall be of types approved by the state and municipal codes insofar as they apply.

Service entrance wires at service end of conduit or cable shall be protected with weatherproof head so installed that the extended wires will slope downward to prevent the entrance of moisture, and shall be so located that their and Company's service wires will be at least twenty-four (24) inches from other wires, downspouts, eavestroughs, etc., and will not be within reach of windows, porches, porch roofs, balconies or other easily accessible parts of the building. Such service entrance wires shall extend at least eighteen (18) inches beyond the weatherhead on conduit or cable and be so located as to be convenient for the attachment of Company's service wires.

I. CUSTOMER COMPLIANCE WITH SAFETY REQUIREMENTS

Service entrance, switch boxes, service cabinets, switches, fuse blocks, meter bases or sockets, conduit, wiring, connections and other equipment and the installation thereof for the reception and control of electric energy delivered to customer shall meet the requirements of National Electrical Code, and comply with the state and municipal codes insofar as they apply. In accordance with the ruling of the National Electrical Code, meter service boxes, conduits and wiring on customer's premises will be provided by the customer with an effective ground for the customer's protection. Grounding is to be provided by a ground rod and not by attachment to the water system or gas system. Such rod shall be at least 1/2" x 8' copperweld.

J. PROTECTION OF EQUIPMENT ON CUSTOMER'S PREMISES

All meters, transformers, wires, regulators, and other equipment installed by the Company at its own expense are the property of the Company, and under no circumstances shall any person not the representative of the Company connect or disconnect any meter, connect to a meter or disturb any wiring or service line between the meter and the Company's distribution system after the meter has been installed. Any infraction of this rule may be considered sufficient cause for discontinuance of service.

If the meters or other equipment belonging to the Company are damaged or destroyed due to negligence or misuse by customer or by any member of their family, or by any officer, agent or employee of customer, then the cost of necessary repairs or replacements shall be paid by customer.

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Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

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K. ACCESS TO CUSTOMER'S PREMISES

The Company's representative shall have free access to the premises of the customer at all reasonable hours for the purpose of reading the meter or inspecting the metering equipment and all other equipment relating to Company's service or for making the necessary repairs or tests to its equipment, or for removing its meter and equipment.

L. TAMPERING WITH AND CARE OF COMPANY'S PROPERTY

No one except an agent of Company or one otherwise lawfully entitled to do so shall be permitted to remove or tamper with Company's meter or connections, or with any of the property of the Company on or about the customer's premises. If at any time the Company shall find that a meter or any wiring or electrical equipment or parts thereof, or other instrumentality between load side of meter and Company's distribution system used in furnishing service to the customer has been tampered with by anyone except an agent of Company or one otherwise lawfully entitled to do so, it shall be considered sufficient cause for discontinuance of service by Company.

M. CUSTOMER METER READING

The Company may request customers in sparsely populated areas to read their meters at intervals approximating the billing period. Requests for readings by the customer shall be on printed forms provided by the Company, such forms to contain instructions as to methods of reading. In the event the customer does not furnish a meter reading pursuant to this subsection for two consecutive periods, the Company may read the meter and charge the customer a meter reading charge as provided in rules and regulations filed with and approved by the Commission.

Meter readings by the customer, though used for billing purposes, shall not be considered final. Such customers' meters will be read at least once a year by the Company and an adjustment shall be made in accordance with Section VI, A, Index Number R6, Sheet 1. A final bill, when service is discontinued, must be based upon an actual reading by the Company, except as provided in Section IX, P, 1, e, Sheet 6, below.

N. MASTER METERING

Master metering is prohibited in new multi-unit residential dwellings, apartment complexes, and mobile home courts. Existing master metered facilities are not required to convert to individual metering unless renovation takes place and it is economically feasible to convert to individual meters. To fall within the definition of a renovated building, the cost of renovation shall be fifty percent or more of the value of the building. Exception to this shall only be granted by permission of the Commission.

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Lindsay A. Campbell President & CEO

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. R-10

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

Schedule: R&R Interconnection

Replacing Schedule ORIGINAL

Which was filed November 21, 2013

SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding
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Sheet 1 of 4 Sheets

SECTION 10. PARALLEL GENERATION INTERCONNECTION REGULATIONS

A. APPLICABILITY

Applicable in the entire service territory and when a Parallel Generation Service Customer, (hereinafter "PGS Customer"), seeks to physically connect such PGS Customer's electric generation and interconnection facilities (hereinafter "Facilities") to, and may operate it in parallel with, the Company's Distribution System.

B. PURPOSE

The purpose of these Rules are to implement uniform interconnection standards that are not unduly burdensome or expensive and also ensure safety and reliability, to the extent governing authority is not preempted by Federal law. These Rules state the terms and conditions that govern the Interconnection and Parallel Operation of PGS Customer's Facilities with the Company's Distribution System.

C. PROCEDURES

1. Any PGS Customer seeking to physically connect Facilities to the Company's Distribution System, which Facilities may be used in Parallel Operation with the Company's Distribution System, shall comply with the Company's Small Generator Interconnection Procedures (SGIP), which procedures are substantially modeled after the FERC pro-forma Small Generator Interconnection Procedures. The SGIP is available for viewing on the Company's website, or upon contacting the Company.
2. For facilities that are owned and operated by the PGS Customer, physically connected to the Company's Distribution system to serve a qualified metering point and have complied with all applicable requirements of the SGIP, the PGS Customer will have the option to take service from the Company under the applicable PGS rider.
3. To the extent possible, interconnection to the Company's Distribution System shall take place within the time frames set forth in the SGIP.

Issued _____
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Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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D. APPLICATION FEES

1. The Company shall charge each PGS Customer that applies for Parallel Generation Service the following non-refundable Interconnection Application fee, payable at the time the Interconnection Application is submitted:

Commercial Non-refundable Interconnections Fees:	\$500.00
Residential Non-refundable Interconnection Fees:	\$100.00

E. CONSTRUCTION OR SYSTEM UPGRADE FEES

If the Interconnection requires construction or an upgrade of the Company's Distribution System which, without the PGS Customer's Facilities would not be required, the PGS Customer will be required to pay the actual costs of providing service to this location.

F. RESOLUTION OF DISPUTES

The Company or PGS Customer may seek resolution of any disputes, which may arise out of these Rules, including the Interconnection in accordance with the Commission's Rules or State statutes.

G. TECHNICAL REQUIREMENTS FOR PARALLEL GENERATION SERVICE-SMALL**1.0 APPLICABILITY**

These rules apply to interconnection and parallel operation of DG (Distributed Generation) equipment on non-networked Company Distribution systems of 35kV or less.

2.0 CUSTOMER DESIGN REQUIREMENTS

For an interconnection to be safe for Company employees / equipment and for other customers, the following conditions are required to be met with DG equipment.

Issued _____
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By _____
 Lindsay A. Campbell President & CEO

SOUTHERN PIONEER ELECTRIC COMPANY

(Name of Issuing Utility)

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- 2.1. Parallel Generation Service (PGS) Customer DG facilities must meet all applicable national, state, and local construction, operation and maintenance related safety codes, such as the American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), National Electrical Code (NEC), National Electrical Safety code (NESC), Occupational Safety and Health Administration (OSHA), and Underwriters Laboratories (UL).
- 2.2 PGS Customer must provide the Company with a one-line diagram showing the configuration of the proposed DG system, including the protection and controls, disconnection devices, nameplate rating of each device, power factor rating, transformer connections, transformer impedance, and other information deemed relevant by the Company. A visible disconnect must be located within 10 feet of meter.
- 2.3 The PGS Customer must provide the Company a reasonable opportunity for witness site testing of any other protective and control functions it deems necessary. The PGS Customer must provide the Company a reasonable opportunity to perform an inspection prior to the first paralleling of the generation equipment to install and/or verify correct protective settings and connections to the system.
- 3.0. CUSTOMER OPERATING PROCEDURES
- 3.1. If high-voltage, low-voltage, or voltage flicker complaints arise from other customers due to the operation of PGS Customer's DG, the PGS Customer may be required to disconnect their generation equipment from the Company's system until the problem has been resolved.
- 3.2. The operation of the DG equipment must not result in harmonic currents or voltages at the point of common coupling that will interfere with the Company's metering accuracy and/or proper operation of facilities and/or with the loads of other customers. Such adverse effects may include, but are not limited to heating of wiring and equipment, overvoltage, undervoltage, voltage flicker, communication interference, etc.
- 3.3. The PGS Customer must discontinue parallel operation when requested by the Company after reasonable prior notice except in an emergency, so that maintenance and/or repairs can be performed on the Company's facilities. In an emergency situation, the PGS Customer shall discontinue parallel operation as quickly as possible once directed to by the Company.

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Lindsay A. Campbell President & CEO

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(Name of Issuing Utility)

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4.0 DEFINITIONS

Distributed Generation (DG) Equipment — Includes any distributed generation facility, small electric generation facility, or generation facility of a self-generator or customer generator.

Flicker —A variation of input voltage sufficient in duration to allow visual observation of a change in electric light source intensity.

Harmonic Distortion — Continuous distortion of the normal sine wave; typically caused by nonlinear loads or by inverters.

Networked System — One that is normally operated with more than one distribution feeder connected to a load. Examples are spot networks and secondary networks. Open loop underground residential distribution systems and open loop primary feeder systems are not considered networks in this context.

Point of Common Coupling — The point at which the DG facility is connected to the shared portion of the Company's system.

Issued _____
Month Day Year

Effective _____
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By _____
Lindsay A. Campbell President & CEO

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was electronically filed with the Kansas Corporation Commission on March 14, 2025, and that one copy was delivered electronically to all parties on the service list as follows:

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/s/ Will B. Wohlford

Will B. Wohlford