WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility) Schedule: R&R Definitions

	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>Ali</u>
ENTIRE SERVICE AREA	Which was filed June 15, 2000
(Territory to which schedule is applicable)	
No supplement or separate understanding	
shall modify the tariff as shown hereon.	Sheet 1 of 1 Sheets

I. <u>DEFINITION OF TERMS</u>

A. <u>COMPANY</u>

The term "Company" is herein used to designate WestPlains Energy which furnishes electric service under these Rules and Regulations.

B. <u>CUSTOMER</u>

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.

C. 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.

D. 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.

E. 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.

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Effective August 15, 2001	Kansas Corporation Commission August 22, 2001
Month Day Year	/S/ Jeffrey S. Wagaman
By <u>/S/ W. Scott Keith, Manager, Regulatory</u> Signature Title	

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Schedule: <u>R&R Arrangements</u>

ENTIRE	SERVICE	AREA

Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u> Which was filed <u>June 15, 2000</u>

(Territory to which schedule is applicable)	
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shall modify the tariff as shown hereon.

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II. ARRANGEMENTS FOR SERVICE AND AGREEMENTS

A. <u>APPLICATION FOR SERVICE</u>

Application for electric service shall be made by customer to Company 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) <u>Customer Connection Charges</u>: 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.

2) Inspection of Installation

All wiring 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 customer shall not materially increase his load without first notifying the Company and obtaining its consent.

3) Rate Application

The basis of applying RS and GS Rate Schedules as filed with the Commission is as follows:

a. <u>Rate Area I</u>

Any community of 15 population and the surrounding suburban areas through the secondary distribution system.

b. Rate Area III

All customers not served by Rate Area I.

4) 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. 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 elects to be billed.

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility) Schedule: <u>R&R Arrangements</u>

	Replacing Schedule WestPlains Energy-R&R Sheet All
ENTIRE SERVICE AREA	Which was filed June 15, 2000
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A new customer will be given reasonable opportunity (normally three months) to determine his service requirements before definitely selecting the most favorable rate therefore, and a customer having selected a rate adapted to his 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 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 overhead service lines as required, up to 150 feet, to connect the customers premises to the distribution system.

Company will designate the point to which its service wires will be brought to the exterior of the building 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.

C. 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 calls will be kept by the Company for at least four (4) months.

D. SERVICE AGREEMENTS

1) Residential Underground Distribution

Issued August 20, 2001	01-WPEE-473-RTS
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By <u>/S/W. Scott Keith, Manager, Regulatory</u> Signature Title	

Index No. <u>R2</u>

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.	Schedule: R&R Arrangements		
ENTIRE SERVICE AREA (Territory to which schedule is applicable)	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u> Which was filed <u>June 15, 2000</u>		
No supplement or separate understanding shall modify the tariff as shown hereon.	Sheet 3 of 9 Sheets		
THIS AGREEMENT, made this day of Energy, hereinafter referred to as "Company" and Hereinafter referred to as "Customer.	of, 20, between WestPlains		
WITNESSETH: That the parties hereto, for a contract as follows:	and in consideration of the mutual agreements set forth,		
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:			
	s to its existing electric distribution facilities as in its o supply the planned development with its electric energy		
(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:			
	ground Distribution Policy as currently on file with the Copies attached hereto are a part of this Agreement.		
(b) If applicable, pay a non-refundable contribution in the amount of \$ WESTPLAINS ENERGY			
Customer By			
Witness	Witness		
Issued August 20, 2001 Month Day Year	01-WPEE-473-RTS Noted & Filed		
Effective August 15, 2001 Month Day Year Kansas Corporation Commission August 22, 2001			
By <u>/S/W. Scott Keith, Manager, Regulatory</u> Signature Title	/S/ Jeffrey S. Wagaman		

WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility)

ENTIRE SERVICE AREA

By /S/ W. Scott Keith

Signature

Schedule: <u>R&R Arrangements</u>

	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u>
	Which was filed <u>June 15, 2000</u>
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supplement or separa	-	Sheet 4 of 9 Sheets
E. <u>I</u>	RESIDENTIAL UNDERGROUND DISTR	RIBUTION POLICY
	distribution and service systems in existing overhead supply lines und definitions and conditions as hereir	stPlains Energy will install underground residential electric new subdivisions (or developments) in the absence of er the following general situations and subject to the n stated: When required by ordinance or when the develop ity throughout the subdivision (or development) be provided
		ground system can proceed without interference or damage a as sewer, water, paving, sidewalks, curb and gutter) and
		ground system is deemed by the Company to conform to its engineering and operational practices.
		ereto are subject to the condition that the Company may at rear lot system or any combination thereof.
,) The developer (builder or owner) s	hall provide the following:
	that there will be no question conce dedicated to underground service.	of the development and in the deeds to the various lots so erning easements or the fact that the development is That, the owner of each lot will be responsible for the ities and will prevent the alteration of grade or any fere with said electric service.
	b. Proper easements for use by	y the Company.
	c. A plat of proposed development, showing all easements and all pertinent data as streets, finished grades, alleys, etc.	
	complete underground electric dist Company sufficient to protect its in	with the Company for the necessary services, as well as th tribution system, and make an initial deposit with the vestment in the system. The Company may require the vide the trench for the service from the meter to the first
sued <u>August</u>	20, 2001 onth Day Year	01-WPEE-473-RTS Noted & Filed
fective <u>Augu</u>	st 15, 2001 onth Day Year	Kansas Corporation Commission August 22, 2001 /S/ Jeffrey S. Wagaman

Manager, Regulatory

Title

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Signature

Schedule: R&R Arrangements

		Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>A</u> Which was filed <u>June 15, 200</u>
No supplement or separate und shall modify the tariff as shown	erstanding	Sheet 5 of 9 Sheets
2)	Application of Deposits	
	a. The deposit shall be in the amo Company's total investment by the nu	ount per residential lot determined by dividing the umber of lots to be served.
	feet in area or, with front and rear line shall be considered an estate type ar	nt is designed to provide for lots larger than 15,000 square es in excess of an average of 100 feet, the development nd will be subject to a nonrefundable contribution in aid of ce between underground and overhead.
		, the Company will within 120 days following the contract, make a refund of the advance deposit to the been signed.
	d. Any amount of deposit not refu property of the Company.	nded after five (5) years to the developer will become the
	e. At such time as service is conr will be applied.	nected for the home owner the appropriate rate schedule
3)	Underground Service Cable to Home	<u>'S</u>
	underground service cable between t	ome owner, the Company will install up to 150 feet of the feeder line and the building wall (either from overhead pole) without charge, provided:
i. The service entrance, including metering equipment, is adequate for amperes, and located on building wall.		
	necessary protective conduit a	protection for the service wherever needed by installing the s per Company standards. If service is supplied from an r provides a protective riser on the service pole and digs
	be provided without additional apply for any digging performe	I from an underground system, the digging and backfill will cost to the customer, however an additional charge may d by the Company due to soil conditions including the onmental issues which prevent the use of normal ces.
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ssued <u>August 20.</u>	2001 Day Year	01-WPEE-473-RTS Noted & Filed
Effective <u>August 1</u>	5, 2001 Day Year	Kansas Corporation Commission August 22, 2001 /S/ Jeffrey S. Wagaman
By <u>/S/W. Scott Ke</u>	ith, Manager, Regulatory	

Title

Index No. R2

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Schedule: <u>R&R Arrangements</u>

	indi, a division of officorp officed file.	
(Name of Issuing Utility)		Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>A</u> Which was filed <u>June 15, 2000</u>
Territory to which schedule is an No supplement or separate un		
shall modify the tariff as shown		Sheet 6 of 9 Sheets
	overhead; or a meter receptacle will t	meet the above conditions, service will be supplied be provided by the Company on its nearest pole on which ble the customer to install his own underground service; tandards.
4) for r	Existing Homes Existing homes will be provided with new homes if:	underground service cable under the same conditions as
	a. Present overhead service is no needs to be replaced.	t adequate or in the judgment of the Company the service
		changes in the service and customer is willing to oning the useful overhead service line, and pays a charge ning the useful overhead service line.
5) prop	<u>Underground Single-Phase Primary F</u> Single-phase primary facilities will be perty in rural areas under the following c	installed underground by the Company on the Customer's
a. The Customer needs a new service or present service is not adequate in the opinion of the Company.		rvice or present service is not adequate in the opinion of
b. The Customer pays the difference between overhead and underground facilities.		
Issued <u>August 20</u> Month Effective <u>August 1</u> Month By <u>/S/ W. Scott Ke</u>	Day Year 15, 2001 Day Year	01-WPEE-473-RTS Noted & Filed Kansas Corporation Commission August 22, 2001 /S/ Jeffrey S. Wagaman
Signati	ure Title	

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	ENERGY, a division of UtiliCorp United Inc. Schedule: R&R Arrangements
(Name of Issuing Utility)	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u>
(Territory to which schedu	
No supplement or sepa shall modify the tariff as	Chest 7 of 0 Chests
	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.
	iv. All secondary wiring beginning at the meter that will generally be located at the building wall.
	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.
	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
provid	Electric facilities will be installed underground from the Company's overhead distribution system , led:
	 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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By <u>/S/ W. Scott Keith,</u> Signature	<u>Manager, Regulatory</u> ^{Title}	

WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility) Schedule: <u>R&R Arrangements</u>

	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u>
ENTIRE SERVICE AREA	Which was filed June 15, 2000
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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.

Issued <u>August 20, 2001</u> Month Day Year Effective <u>August 15, 2001</u> Month Day Year		01-WPEE-473-RTS Noted & Filed Kansas Corporation Commission August 22, 2001 /S/ Jeffrey S. Wagaman
By <u>/S/ W. Scott Keith,</u> Signature	Manager, Regulatory	, o, bolliey e. Wagaman

Signature

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.	Schedule: <u>R&R Arrangements</u>
(Name of Issuing Utility)	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>Al</u>
ENTIRE SERVICE AREA	Which was filed <u>June 15, 2000</u>
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	he property line, and where the owner has furnished all point of service, the Company will not be obligated to y equipment or facilities.
2) <u>Underground Service</u>	
Underground Distribution may be cont provisions of the Rules and Regulations cov	tracted for in Mobile Home Parks by meeting the general ering Residential Underground Distribution.
	e spaces will be served with underground single-phase It secondary service under the following conditions:
a. The park owner agrees to the ir mutually agreeable locations.	stallation of pad-mounted transformer and metering at
	easements for all Company underground service on of consent for filing of record, an instrument locating the
c. The park owner agrees to dedic Electric Service.	ate the park and any extensions thereof, to Underground
d. The installation of an undergrou standards, policies and sound engined	ind system is deemed by the Company to conform to its ering and operational practices.
Issued <u>August 20, 2001</u> Month Day Year Effective <u>August 15, 2001</u> Month Day Year	01-WPEE-473-RTS Noted & Filed Kansas Corporation Commission August 22, 2001 /S/ Jeffrey S. Wagaman
By <u>/S/ W. Scott Keith, Manager, Regulatory</u>	

Title

AQUILA NETWORKS – WPK, a division of Aquila, Inc. (Name of Issuing Utility)

ENTIRE SERVICE AREA (Territory to which schedule is applicable)

Schedule: <u>R&R Deposits</u>

Replacing Schedule	Rules and Regulations Sheet 1
	Which was filed Aug 22, 2001

No supplement or separate understanding shall modify the tariff as shown hereon.	Sheet 1 of 4 Sheets	
III. CREDIT AND SECURITY DEPOSIT REGULATION	DNS	
A. <u>SECURITY DEPOSITS</u>		
Company before service is made available. (defined as a photo with name) from reside immediately available, a customer providing secure positive identification and up to two commensurate period should be allowed fo	mer to provide reasonable credit information to the The Company may request positive identification ntial customers. If positive identification is not g a full deposit should have at least two (2) months to (2) additional months if payments are kept current. A r less than a full deposit. The Company may at the time o guarantee payment of bills for utility service rendered if:	
	the customer has an unsatisfactory credit rating, or has n which a credit rating may be based.	
	, with the Company, an undisputed and unpaid service five (5) years if the service agreement was signed, or d after an oral agreement.	
c. The Customer has, in an unaut (meter bypass), the service of the Co	horized manner, interfered with, or diverted or used mpany within the last five (5) years.	
2) The Company may at any time after application for service, upon five (5) days written notice require a deposit to guarantee payment of bills for utility service rendered if:.		
a. The Customer has outstanding, with the Company, an undisputed and unpaid servic account which accrued within the last five (5) years if the service agreement was signed, o three (3) years if service was provided after an oral agreement.		
b. The Customer has, in an unaut (meter bypass), the service of the Co	horized manner, interfered with, or diverted or used mpany within the last five (5) years.	
c. The Customer fails to pay an u consecutive billing periods (one of wh	ndisputed bill before the delinquency date for three (3) nich is at least 60 days in arrears).	
 3) 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 residence. 4) The amount of the cash deposit or surety bond required shall not exceed the amount of that customer's projected average two (2) month's bill(s) for residential and small commercial custome For other customers, such deposit shall not exceed the amount of that customer's projected larges two (2) month's bill(s). If a customer has been documented to be diverting service (meter bypass) 		
Effective Upon Commission Approval Kansas Corporation Commission Month Day Year /S/ Susan K. Duffy		
By <u>/S/ W. Scott Keith, Manager, Regulatory</u> Signature Title		

AQUILA NETWORKS – WPK, a division of Aquila, Inc. (Name of Issuing Utility) Schedule: R&R Deposits

Replacing Schedule	Rules and Regulations Sheet 2
	Which was filed Aug 22, 2001

ENTIRE SERVICE AREA	Which was filed Aug 22, 2001
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shall modify the tariff as shown hereon.	Sheet 2 of 4 Sheets

an additional deposit based on one (1) months' 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 amount of the cash deposit or surety bond may be adjusted if the character or volume of the customer's service should change.

The customer shall be informed of, and the Company shall permit, payment of any required residential or small commercial deposit in equal installments over a period of at least four (4) months when deposits are based on two 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.

4) The Company will 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.

5) Whenever a security deposit is accepted, the Company will issue to the customer a nonassignable receipt containing the following minimum information.

- a. Name of customer.
- b. Place of deposit.
- c. Date of deposit.
- d. Amount of deposit.

e. Company name and address, signature and title of the Company employee receiving deposit.

f. Current annual interest rate earned on deposit.

g. Statement of the terms and conditions governing the use, retention and return of deposits, to include a statement that deposits taken from residential customers shall be either credited with interest to their utility bills or, if requested, refunded, after customer has paid nine (9) of the last twelve (12) bills on time and no undisputed bill was unpaid after 30 days beyond due date. Deposits taken from nonresidential customers of under \$5,000 shall be returned after 36 months of on-time payment. The payments need not be consecutive. Nonresidential deposits of \$5,000 or more may be retained until termination of service.

Issued February 9, 2004	04-AQLE-695-TAR
Month Day Year	Approved
Effective Upon Commission Approval Month Day Year	Kansas Corporation Commission February 27, 2004 /S/ Susan K. Duffy
By <u>/S/W. Scott Keith, Manager, Regulatory</u> Signature Title	

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

(Name of Issuing Utility)

ENTIRE SERVICE AREA

Index No. R3

Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u> Which was filed <u>June 15, 2000</u>

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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 (f) and (g) above is otherwise individually given in writing to the customer. In all cases a receipt shall be given upon customer request.

6) Upon termination of service, 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 nine (9) out of the last twelve (12) 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. Nonresidential deposits under \$5,000 shall be returned after 36 months of on-time payment.

The payments need not be consecutive. Nonresidential deposits of \$5,000 or more may be retained until termination of service. 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.

7) 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.

8) In lieu of the security deposit, Company shall accept the written guarantee of any of its residential customers with no deposit on file or may accept the written guarantee of a responsible party as surety for a residential customer service account. The Company may require the guarantor to sign an agreement allowing the Company to transfer the customer's debt to the guarantor's 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 guaranteed amount and can be disconnected for nonpayment under conditions set out in Section V, Index Number R5, or the Cold Weather Rule. The utility 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.

9) Interest payments on residential or nonresidential deposits shall be credited to the customer's bill or refunded at least once a year.

The guarantor shall be released upon nondelinquent payment by a residential customer of all undisputed proper charges for utility service as outlined in paragraph 6), above, or upon termination of service and payment of utility bills.

Issued Aug	ust 20, 2	001	
	Month	Day	Year
Effective Au	igust 15,	2001	
	Month	Day	Year
By <u>/S/ W. S</u>	cott Keith	۱ <u>.</u>	Manager, Regulatory

Title

Signature

01-WPEE-473-RTS Noted & Filed Kansas Corporation Commission August 22, 2001 /S/ Jeffrey S. Wagaman

WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility) Schedule: R&R Deposits

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Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u> Which was filed <u>June 15, 2000</u>

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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) <u>Class of Customer Exempted</u>

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.

Issued	August 20,	2001
	Month	Day

Effective Avenuet 15, 0001

Effective August 15, 2001

By <u>/S/ W. Scott Keith</u>, <u>Manager, Regulatory</u> Signature Title

Year

Year

01-WPEE-473-RTS Noted & Filed Kansas Corporation Commission August 22, 2001 /S/ Jeffrey S. Wagaman

WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility) Schedule: R&R Billing

ENTIRE	SERVICE	AREA	

Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>1</u> Which was filed <u>Aug. 22, 2001</u>

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Ì	Territory to which schedule is applicable)	· · · · · · · · · · · · · · · · · · ·
	No supplement or separate understanding	
	shall modify the tariff as shown hereon.	Sheet 1 of 12 Sheets

IV. BILLING AND PAYMENT

A. <u>GENERAL</u>

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. 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 bill rendered 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 directly affected by rerouting.

3) The final date by which a payment can be received before a delinquent 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 due.

7) If the energy cost adjustment is prorated each proration factor and associated usage shall be shown on the bill.

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

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

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

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Issued July 29 2001	02-GIMX-211-GIV
Month Day Year	Filed
Effective Upon Commission Approval	Kansas Corporation Commission
Month Day Year	July 9, 2002 /S/ Jeffrey S. Wagaman
By Manager, Regulatory	
Signature Title	

VESTPLAINS ENERGY, a division of UtiliCo lame of Issuing Utility)	
NTIRE SERVICE AREA	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet Which was filed <u>August 22, 200</u>
rritory to which schedule is applicable)	
No supplement or separate understanding	Shoot 2 of 12 Shoota
shall modify the tariff as shown hereon.	Sheet 2 of 12 Sheets
	one number of the Company and the identification of the person or report a disputed bill, make an inquiry concerning a bill, delinquency or rwise complain.
	plaining overall changes in rates shall be made available to customers ail when new rates are implemented due to a rate case.
customer meter reading determined by a meter in R9, Sheet 7, and Section calculated for the period off the adjustment shows opportunity, if requested time equal to the adjust shall be given either a co R9, Sheet 7, and Section exceeded \$10 and a ref b. The Company ma services. Special service by the Commission, suc therewith. Charges for charges for utility service	ay include on the bill for utility services other charges for special ces are those not authorized by tariff or otherwise specifically regulated ch as the sale of merchandise or services performed in connection special services shall be designated clearly and separately from es. If the customer makes partial payment for the total bill, the
with the oldest service of /reconnection/collection c. If the customer is	ayment: a) first to the balance outstanding for utility service beginning lebt, b) then to additional utility charges (such as disconnection fees), and c) then to special charges as defined above. paying under a level or average payment plan, each bill shall also rage or underage of the amounts paid to date as compared to the e, in dollars to date.
	paying down an arrearage under the Cold Weather Rule or other on the bill amounts shall be printed on the bill and clearly labeled.
Issued July 29 2002 Month Day Year	02-GIMX-211-GIV Filed
Effective Upon Commission Approval	Kansas Corporation Commission July 9, 2002
Month Lay feat	/S/ Jeffrey S. Wagaman

Manager, Regulatory Title

Ву _

Signature

WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility)

Index No. R4

Schedule: R&R Billing

ENTIRE	SERVICE	AREA

(Territory to which schedule is applicable) No supplement or separate understanding

shall modify the tariff as shown hereon.

Replacing Schedule WestPlains Energy-R&R Sheet 3 Which was filed August 22, 2001

· · · · · · · · · · · · · · · · · · ·	 		
		Sheet 3 of	12 Sheets

B **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, each 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.

C. DELAYED PAYMENT CHARGES

All bills for utility service are due and payable upon receipt. A customer of the Company taking 1) both gas and electric service shall be able to specify to which utility 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 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:

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

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By			Manager, Regulatory	
,	Signature		Title	

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Schedule: R&R Billing

(Name of Issuing Utility)	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>4</u>		
ENTIRE SERVICE AREA	Which was filed <u>Aug. 22, 200</u>		
Territory to which schedule is applicable) No supplement or separate understanding shall modify the tariff as shown hereon.	Sheet 4 of 12 Sheets		
b. For all other customers, the	he fifteenth (15th) day after date of billing.		
 When a bill becomes a delinque (2%) of the delinquent amount owed for any collection efforts by the Company 	ent; a late payment charge in an amount equal to two percent for current utility service will be added to the customer's bill, and shall be initiated.		
	ttance falls on a Sunday, legal holiday, or any other day when ben to the general public, the final payment date shall be lay.		
procedures, the Company shall offer t the same time it is delivered to the loc the customer the option of paying a or days. The Company may discontinue	nsistently unable to pay its bills on time due to bill-paying to mail a copy of the bills to the customer's bill-paying office at cal business. If the customer chooses, the Company shall offer ne percent (1%) late fee every month for a time extension of 14 this option for the customer after the customer requests it or in the 29 days established by this provision.		
arrearage with the initial payment bein recent billing period for which service	an - The customer will have up to 12 months to pay off an ng the arrearage plus the bill for consumption during the most was provided, divided by 12. Arrearages from a previous Cold verage Payment Plan must be paid off before entering into this f this option.		
Section V, Index Number R5, Discont payment of a bill, or collection is made to occur, the Company shall require a	service for a delinquent bill after issuing the notice required by inuance of Service. If service is discontinued because of non- e at the customer's premises on the exact day disconnection is collection or disconnection charge. Such collection or yided in rules and regulations filed with and approved by the		
accordance with the appropriate provi	or non-payment of a bill should service be reconnected in isions of the Company's rules, regulations and tariffs a Such reconnection charge shall be as provided in rules and the Commission.		
Issued July 29 2002 Month Day Year	02-GIMX-211-GIV Filed		
Effective Upon Commission Approval	Kansas Corporation Commission		

Day Manager, Regulatory Signature Title

Year

Month

By_

July 9, 2002 /S/ Jeffrey S. Wagaman

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Schedule: R&R Billing

	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet 5
ENTIRE SERVICE AREA	Which was filed Aug. 22, 2001
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D. <u>COLD WEATHER RULE</u>

1) <u>Application</u>

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;
- ili. 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 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.

Under i, ii, iii and iv, the Company may disconnect the service immediately. Under v 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 dirverted servic

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Ву	Signature		Manager, Regulatory Title	75/ Selley S. Wagaman

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	RGY, a division of UtiliCorp United Inc.	Schedule: <u>R&R Billing</u>	
(Name of Issuing Utility)		Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>6</u> Which was filed <u>Aug. 22, 2001</u>	
Territory to which schedule is a No supplement or separate un shall modify the tariff as shown	derstanding	Sheet 6 of 12 Sheets	
	of the diverted service. The value of th historic use of the customer or the resi	ne diverted service shall be estimated based on the dence.	
3.	Responsibilities of Customers		
	have service reconnected regardless of	on when the temperature is 35 degrees or above, or to of temperature, a customer must comply with the benefits of the Cold Weather Rule, the customer shall:	
	i. Inform the Company of the	e customer's inability to pay the bill in full;	
	ii. Provide sufficient informat agreement;	ion to allow the Company to make a payment	
	consumption, the full amount of applicable deposit and enter into	⁴ 1/12 of the arrearage amount, 1/12 of the bill for current any disconnection or reconnection fees, plus any an11-month plan for payment of the rest of the an as negotiated with the utility for the payment of the	
	iv. Apply for federal, state, loc eligible;	cal or other assistance funds for which the customer is	
4.	Responsibilities of the Company		
	shall mail a written notice of the currently receiving service as we disconnected during or after the	lays prior to the Cold Weather Rule period, Company Cold Weather Rule to each residential customer who is ell as to each residential customer who has been most recent cold weather period and who remains file a copy of the notice with the Commission.	
	to termination of service. A cust above the activating temperature the first 24 hours, which will be th at least one telephone call attem a personal contact with the custo	written notice mailed first-class at least ten (10) days prior omer may not be disconnected until a 48-hour forecast e is predicted by the National Weather Service. During he day prior to disconnection, the Company shall make opt with the customer of record and make one attempt at omer of record on the day prior to termination of service if as not made. The telephone call attempt(s) and personal ection is in addition to	
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Effective Upon Co	pmmission Approval Day Year	Kansas Corporation Commission July 9, 2002	
BySignati	Manager, Regulatory	/S/ Jeffrey S. Wagaman	

WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility) Index No. R4

vision of UtiliCorp United Inc.	Schedule: <u>R&R Billing</u>
	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>7</u>
	Which was filed Aug. 22, 2001

ENTIRE SERVICE AREA	Which was filed Aug. 22, 200
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shall modify the tariff as shown hereon.	Sheet 7 of 12 Sheets

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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	RGY, a division of UtiliCorp United Inc.	Schedule: <u>R&R Billing</u>		
(Name of Issuing Utility)		Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>8</u>		
ENTIRE SERVICE A	AREA	Which was filed Aug. 22, 2001		
(Territory to which schedule is ap No supplement or separate und				
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,				
5)	Other Provisions			
	a. <u>Security Deposits</u>			
	period of the payment plan, except that no s	Cold Weather Rule may be amortized over the ecurity deposit may be amortized over fewer R3, sheets 1 through 4 of the Company's Rules		
	b. Weatherization Programs			
	The Company will inform its customer programs.	s of the long-range advantages of weatherization		
	c. <u>Default</u>			
	of the payment plan, unless subsequently cu the Cold Weather Rule payment plan. A cus payment plan is not eligible for the arrearage unless the arrearages from the prior Cold W defaults on a Cold Weather Rule payment p Rule payment plan upon making an initial pa Regulations at Index No. 4, sheet 6, (3) iii, p complying with the customer responsibility p Index No. R4, (3). A payment plan of any le Company after the customer has been infor- under the Cold Weather Rule is considered However, a customer with a payment plan of	check for the initial payment or for any installment ured by the customer, shall constitute a default of stomer who defaults on a Cold Weather Rule e average payment plan under Index R4, sheet 4, /eather Rule plan are paid. A customer who lan is eligible to enter into a new Cold Weather ayment as set forth in the Company's Rules and aying any disconnect and reconnect charges and provisions of the Company's Rules and Regulations, angth that is negotiated by the customer and the med of the payment plans required to be offered to be a Cold Weather Rule payment plan. If fewer than 11 months shall not be considered to al payments that have been made are equal or		

Renegotiation of Cold Weather Rule Agreement d.

arrearages.

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

greater than the amount that would have been required under an 11-month payment plan for

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Ву	Signature		Manager, Regulatory Title	

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility) Schedule: R&R Billing

	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet 9
ENTIRE SERVICE AREA	Which was filed Aug. 22, 2001
(Territory to which schedule is applicable)	······································
No supplement or separate understanding	
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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.

E. RESEARCH AND DEVELOPMENT SURCHARGE-ELECTRIC

1) <u>Applicable</u>

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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Ву	Signature		Manager, Regulatory Title	

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.	Schedule: R&R Billing
(Name of Issuing Utility)	Replacing Schedule <u>WestPlains Energy R&R</u> Sheet <u>10</u>
ENTIRE SERVICE AREA	Which was filed Aug. 22, 2001
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shail modify the tariff as shown hereon.	Sheet 10 of 12 Sheets

3) Method of Billing Surcharge

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 guarterly 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. EVEN PAYMENT PLAN

1) Availability

This plan is available to customers receiving service under rate schedule 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 Payment Plan. 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.

Application 2)

The customers electing to use the plan must contact the Company to enroll in the plan.

3) Eligibility

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

The customer must satisfy, and be in conformance with, the Company's General a) Rules and Regulations Applying to Electric Service.

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Ву	Signature	<u></u>	Manager, Regulatory Title	

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Schedule: R&R Billing

	Replacing Schedule <u>WestPlains Energy R&R</u> Sheet <u>11</u> Which was filed Aug. 22, 2001	
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shall modify the tariff as shown hereon.	Sheet 11 of 12 Sheets	
	elinquent three (3) or more times in the last twelve (12) ation may be refused participation in the Even	

Payment Plan until the customer has established a twelve- (12) consecutive month payment period with no more than two (2) delinquent payments.

4) <u>Election</u>

Any residential customer who is eligible may elect to be billed on 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 \pm excess/deficiency balance) \pm 12

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

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

(Name of Issuing Utility)

Schedule:	R&R	Billing

	Replacing Schedule WestPlains Energy R&R Sheet 12
ENTIRE SERVICE AREA	Which was filed Aug. 22, 2001
(Territory to which schedule is applicable)	
No supplement or separate understanding	
shall modify the tariff as shown hereon.	Sheet 12 of 12 Sheets

5) Adjustment

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 delinguent 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.

7) General Rules and Regulations Applicable

Except as expressly set forth above, this plan 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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Ву	Signature		Manager, Regulatory ^{Title}	

WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility)

Schedule: R&R Discontinuance

Replacing Schedule WestPlains Energy R&R Sheet All 0

ENTIRE S				Which was filed <u>June 15, 200</u>
No supplement shall modify the			-	Sheet 1 of 7 Sheets
V. DISCONTINUANCE OF SERVICE			NUANCE OF SERVICE	
	A. <u>GENERAL REASONS</u>			
		1)	The Company may discontinue or refu	use service for any of the following reasons:
			a. When the customer requests it.	
			b. When the service is abandoned	I.
				nquent as provided in Section IV, A, (3), Index Number rovided in Section V, C, on sheet 3, below.
			Company has received notice that a customer's premises, Company, may same shall not be resumed until such	kists on the customer's premises. In any case where condition dangerous to life or property exists on , without any advance notice, shut off the service, and dangerous condition shall have been eliminated. The or defect in customer's appliances or equipment.
		se		vide credit information, security deposit or guarantee, as er R3, Sheet 1, or has a previous undisputed and unpaid h the same utility.
	se g. ha m h. th th		f. When the customer misrepresents his or her identity for the purpose of obtaining u service.	
				grant Company personnel access, during normal working e premises of the customer for the purpose of inspection, ement.
				y rule of the Company which violation adversely affects rsons, or the integrity of the Company's delivery system.
				When the Customer causes or permits unauthorized interference with, or diversion or e of (meter bypass), utility service situated or delivered on or about the customer's premises
		2)	None of the following shall constitute	sufficient cause for a utility to discontinue service:
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Effective August 15, 2001 Month Day Year				Kansas Corporation Commission August 22, 2001 /S/ Jeffrey S. Wagaman
By <u>/S/W. Scott Keith, Manager, Regulatory</u>			th, Manager, Regulatory	

Title

Signature

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Schedule: <u>R&R Discontinuance</u>

Index No. R5

(Name or issuing ounry)	Replacing Schedule_WestPlains Energy-R&R Sheet_All
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a. The failure of a customer to pay for special charges, as defined in Section IV, A, 12, b, Section R4, 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, 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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By /S/ W. Scott Keith,	Manager, Regulatory	
Signature	Title	

WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility)

Schedule: R&R Discontinuance

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	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u>
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DISCONTINUANCE IN SPECIAL CIRCUMSTANCES Β.

If a residential customer notifies the Company and establishes that discontinuance would be 1) 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

The Company will give the customer at least ten (10) days written notice before discontinuing 1) 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.

If the Company can prove that a customer has received service by using a false identity, it may 2) 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.

A notice (separate from other utility bills, information or advertising) shall be sent to the account 3) 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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Signature	Title	

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility)

Schedule: R&R Discontinuance

(Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u>
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4) The Company will notify, or attempt to notify, customers by phone at least two (2) days before they are to be disconnected.

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.

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

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

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

The dates between which service can be discontinued unless the customer takes C. 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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WESTPLAINS ENE	ERGY, a division of UtiliCorp United Inc.	Schedule: <u>R&R Discontinuance</u>
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(Territory to which schedule is a No supplement or separate up		
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7)	The employee of the Company who is to disco	nnect service shall:
	Immediately proceeding the discontinuance of	service, make a reasonable effort to:
	a. Contact and identify himself or herself to the premises and shall announce the purpose	the customer or responsible person then upon of his or her presence;
	b. Identify and record the name of the perso	on contacted;
	 Accept payment of all amounts tendered disconnection; 	to him which are necessary to avert
	d. Record statements disputing the accurac	cy of the delinquent bill;
	e. Record statements disputing the accurac for discontinuance; and	cy of the utility's findings concerning the cause
	f. Record statements concerning the medie premises.	cal condition of any permanent resident of the
the	If contact with the customer is not made, the en manner conspicuous to the customer disclosing address and telephone number of the office when tored.	
D. <u>RE</u>	STORATION OF SERVICE	
	Upon the customer's request, the Company sh continuance of services has been eliminated, app isfactory credit arrangements have been made.	all restore service promptly when the cause of licable restoration charges paid and , if required,
in a	At all times, every effort shall be made to resto any event, restoration shall be made no later than uested by the customer.	
3)	The Company may charge an authorized fee for Section VII, K, Index Number R7, Sheet 3.	or the restoration of service as provided in

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E. <u>REVIEW OF DISPUTES</u>

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.

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.

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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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VI. <u>CUSTOMER'S SERVICE OBLIGATIONS</u>

A. LIABILITY PROVISIONS

1) Interruption of Service

a. 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) <u>Liability</u>

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. <u>COMPLIANCE WITH RATE SCHEDULES</u>

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 so discontinued, a reconnection charge may be required to be paid before service is restored.

1) <u>Urban Rules</u>

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 the customer will depend on the location, size, and type of load to be served. It is necessary that the customer obtain 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 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.

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 threephase motor or any single-phase motor larger than five (5) 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.

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.

Motor Starting Devices С.

> A motor may be started "across-the-line" if its total starting current does not exceed i. 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 step starter is used, one second or more must be allowed on each step.

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility) Schedule: 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) <u>Communications</u>

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) 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 SERVICE

1) <u>Thermal Treatment</u>

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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Schedule: <u>R&R Customers</u>

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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 <u>Handbook of Fundamentals</u>, of a new residential dwelling shall not exceed 35 BTU's per square foot per hour or 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 <u>Handbook of Fundamentals</u>, 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.

F. 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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G. 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.

H. 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.

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Year

01-WPEE-473-RTS Noted & Filed Kansas Corporation Commission August 22, 2001 /S/ Jeffrey S. Wagaman

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

(Name of Issuing Utility)

Schedule: R&R Utility

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shall modify the tariff as shown hereon.

Replacing Schedule WestPlains Energy-R&R Sheet All Which was filed June 15, 2000

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VII. UTILITY'S SERVICE OBLIGATIONS

Α. TYPE OF SERVICE

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

Β. 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 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 effect 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 CLAUSES

1) 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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By <u>/S/ W. Scott Keith</u> , Manager, Regulatory	
Signature Title	

WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility)

Schedule: R&R Utility

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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.

MAINTENANCE AND REPLACEMENT OF SERVICES G.

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.

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility) Schedule: R&R Utility

Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u> Which was filed <u>June 15, 2000</u>

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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. <u>AVAILABILITY</u>

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.

1)	Connection Charge Customers must be informed of after	
2)	Collection charge	\$15.00
3)	Disconnection charge	\$15.00
4)	Reconnection charge	\$15.00
5)	Meter Reading charge	\$15.00
6)	Returned Check Charge (Per KSA 60-2610)	\$30.00
	(A) Customer must be informed of after hour	charges.
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By <u>/S/W. Scott Ke</u> Signati		

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Schedule: <u>R&R Extensions</u>

Index No. <u>R8</u>

(Name of Issuing Utility)

ENTIRE SERVICE AREA

Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u> Which was filed <u>June 15, 2000</u>

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VIII. LINE EXTENSION POLICY

A. EXTENSION OF URBAN DISTRIBUTION LINES

1) Extension Charge

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 of its lines to reach and serve any customer who shall be located more than three hundred (300) feet from existing pole or wire lines or where the revenue to be derived from such service will be insufficient to yield an adequate return upon the investment required to serve such customer or customers, unless the customer or customers applying for such service will enter into a contract to be approved by the Company under the terms of which the customer agrees to an increase to existing customer charge equal to one and one-half percent (1-1/2%) per month of the cost of the extension.

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 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.

3) 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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By /S/W_Scott Keith	Manager Regulatory	

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Schedule: <u>R&R Extensions</u>

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4) 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 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.

5) 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.

6) Extension - Property of Company

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

7) 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 LINES

1) 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.

6) <u>Right-of-Way</u>

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.

C. DOUBTFUL OR UNUSUAL EXTENSIONS

1) <u>Doubtful Extensions</u>

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.

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2) <u>Customer's Guarantee</u>

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.

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

(Name of Issuing Utility)

Schedule: R&R Metering

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IX. METERING

POINT OF DELIVERY Α.

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.

Β. **OUTSIDE METER INSTALLATIONS**

Normally, only one service lateral will be made available to a customer's premises, not divided 1) 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.)

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

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

The Company will furnish, own and maintain adequate metering facilities to measure the 7) energy and demand used in accordance with its contracts.

If changes that involve the replacement or relocation of entrance wires, entrance switches, etc., 8) are to be made in existing wiring installations, outside metering installations shall be provided at customers expense in accordance with Company's standards. Meter receptacles will be furnished by the Company without charge.

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Schedule: R&R Metering

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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.

E. LARGE POWER METERING

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

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc. (Name of Issuing Utility) Schedule: R&R Metering

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F. 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.

G. 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.

H. 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.

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.

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 they 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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CUSTOMER COMPLIANCE WITH SAFETY REQUIREMENTS J.

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.

Κ. 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 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.

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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TAMPERING WITH AND CARE OF COMPANY'S PROPERTY Μ.

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.

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.

О. 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.

Ρ. ESTIMATED USAGE

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

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

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WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Signature

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	litions, emergencies, work stoppages, or other ny's control prevent actual meter readings;
the purpose of reading the meter a	e to reasonably obtain access to the customer's premise for nd efforts to obtain a customer reading of the meter, such as orms upon which the customer may note the reading, are
d. When the customer does not	t furnish a meter reading as requested by the Company; or
e. Notwithstanding paragraphs estimated reading as a customer's	a c., the Company may also render a bill based on an final or initial bill only when;
i. the customer so reque upon a subsequent actual me	sts and any necessary adjustments are made to the bill eter reading by the utility.
ii. an actual meter readin estimating usage, or	g would not show actual customer usage but is used in
iii. an actual meter readin equipment failure.	g cannot be taken because of a broken meter or other
three (3) consecutive billing periods	ever, render a bill based on estimated usage for more than s or six (6) months, whichever is less. Before rendering an and (b), the Company may request the customer to provide ed forms.
g. The Company may not rend per year.	er an estimated monthly bill more than a total of six (6) times
furnish a meter reading, Subsection necessary. Such customer's mete adjustment shall be made in accord	meter is inaccessible and the customer is not available to n P, the Company may render an estimated bill as r will be read at least once a year by the Company and an dance with Section IV (a). The Company may charge the as provided in rules and regulations filed with and approved
Issued <u>August 20, 2001</u> Month Day Year Effective <u>August 15, 2001</u> Month Day Year	01-WPEE-473-RTS Noted & Filed Kansas Corporation Commission August 22, 2001
By <u>/S/ W. Scott Keith, Manager, Regulatory</u>	/S/ Jeffrey S. Wagaman

Title

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Index No. <u>R9</u>

Schedule: R&R Metering

Name of Issuing Utility) ENTIRE SERVICE AREA Territory to which schedule is applicable)	Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>Al</u> Which was filed <u>June 15, 2000</u>	
No supplement or separate understanding shall modify the tariff as shown hereon.	Sheet 7 of 8 Sheets	
2) When the Company renders an estim	nated bill in accordance with this section, it shall:	
 Maintain accurate records of th reading; 	e reasons therefore and efforts made to secure an actual	
specific knowledge of a custom	t make field estimates of usage. Meter readers having er's circumstances should relay that information to the nsibility is to calculate estimates according to established	
b. Maintain estimated bill records other customer billing history.	for at least 36 months and in the same manner as all	
c. Clearly disclose on the bill that entire word "Estimated"; and	it is based on estimated meter reading by showing the	
d. Make any appropriate adjustme	ent upon subsequent actual reading of the meter.	
	based on estimated meter reading when the customer is plan under which payments are based on an estimated or	
a. The plan has been approved by	y the Commission;	
 b. Actual meter readings are mad and 	le, except as provided in Section IX, P, 1), Sheet 5, above;	
c. The disclosures required by Se	ection IV, A, Index Number R4, Sheet 1, are made.	
4) Proration		
a. Proration of fuel, power and en discretion of the Company.	ergy cost adjustments is optional and shall be at the sole	
i. If these adjustments are prorated, each factor and estimated usage association with the factor must be shown on the bill.		
ii. Fuel, power or energy cost adjustments must be prorated during the billing mo in which a change in rates or tariffs becomes effective.		
Issued August 20, 2001	01-WPEE-473-RTS Noted & Filed	
Effective August 15, 2001 Month Day Year	Kansas Corporation Commission August 22, 2001 /S/ Jeffrey S. Wagaman	
By <u>/S/ W. Scott Keith, Manager, Regulatory</u> Signature Title		

WESTPLAINS ENERGY, a division of UtiliCorp United Inc.

Schedule: <u>R&R Metering</u>

EN	TIDE	SERVICE	
EIN		SERVICE	AREA

Replacing Schedule <u>WestPlains Energy-R&R</u> Sheet <u>All</u> Which was filed <u>June 15, 2000</u>

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(Territory to which schedule is applicable)	
No supplement or separate understanding	
shall modify the tariff as shown hereon.	Sheet 8 of 8 Sheets

b. T	he 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.

Q. MASTER METERING

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 WestPlains Energy 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 WestPlains Energy in effect on October 19, 1978, which prior to October 19, 1978, would allow master metering of residential dwellings.

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By /S/ W. Scott Keith,	Manager, Regulatory	
Signature	Title	

Aquila Networks-WPK

(Name of Issuing Utility)

Schedule: <u>R&R Interconnection</u>

	Replacing Schedule Sheet
ENTIRE SERVICE AREA	Which was filed <u>N/A</u>
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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

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 file an Interconnection Application (Exhibit A) and sign an Interconnection Agreement with the Company for Interconnection.

2. For Facilities, which the referenced Technical Requirements for Interconnection and Parallel Operation of Distributed Generation are applicable, the PGS Customer and Company shall execute a PGS Agreement (Exhibit B).

3. To the extent possible, interconnection to the Company's Distribution System shall take place within the following time frames:

a. Where the Company requires no construction and the Facilities qualify for the Simplified Agreement pursuant to the screening process contained in the Technical Requirements, Interconnection shall be approved within 30 business days of the Company's receipt of a completed Interconnection Application (Exhibit A) in compliance with the terms and conditions of these Rules. Prior to actual Interconnection the PGS Customer must execute the Simplified Agreement.

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the qualifications for the Simplified Ag the system upgrades. The Company	filed an Interconnection Application that does not meet preement, pursuant to the Screening Process, contained in shall provide the cost of the studies, construction and o PGS Customer that complies with these Rules.
Company in a non-discriminatory mar	, on Company supplied forms, shall be processed by the nner. The Company shall promptly provide each PGS pany's receipt of the Application within 10 business days
Screening Process and a target date provide a written Notice within 15 bus complete. The Notice will contain a d	ch PGS Customer with a copy of the Parallel Generation for processing the Application. The Company must iness days of receipt of the Application if it is not escription of the information needed to complete the essing of the Application cannot begin until the
recognized that certain Interconnection are being reviewed by the Company. not require that it be considered incor	Il be processed in the order that they are received. It is on Applications may require minor modifications while they Such minor modifications to a pending application shall nplete and treated as a new or separate application. Minor ist the following: changes in facility size or location; any any other substantive change.
timely manner, the Company will notif possible. The notification will identify t	t it cannot connect the PGS Customer's Facilities in a fy the PGS Customer in writing of that fact as soon as the reason or reasons Parallel Generation Service could les requested, and provide an estimated date for Parallel
D. TECHNICAL REQUIREMENTS FOR INTER CUSTOMER'S FACILITIES	RCONNECTION AND PARALLEL OPERATION OF PGS
Service at its place of business such that th	of the Technical Requirements for Parallel Generation e Technical Requirements are readily available to the mission 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 IE shall be grandfathered. Regarding any IEEE minimum standard, or any guideline that the IEEE r promulgate, the Company may amend the Technical Requirements to the minimum extent require to address unique local conditions, and shall provide such amendments to the Staff and make su amendments available to the Customers. All Technical Requirements for Interconnection, includ superseding standards adopted by IEEE, are incorporated herein by reference.	
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Signature	

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E. METERING

shall modify the tariff as shown hereon.

The need for additional revenue metering or modifications to existing metering will be reviewed 1. 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 bidirectional 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

In instances where Impact and Facilities Studies are required, the scope of such studies shall 1. 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.

The Company shall provide the PGS Customer for Parallel Generation Service with a target 2. 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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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:

Non-refundable Interconnections fees: \$912.00

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.

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

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 statues.

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K. EXHIBIT A APPLICATION FOR INTERCONNECTIC DISTRIBUTION SYSTEM	IN AND PARALLEL OPERATION WITH THE COMPANY'S
Attenti 2300 E	Networks on: Engineering Manager Broadway Bend, Kansas 67530
Customer's Name:	
Address:	
Contact Person:	
Telephone 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 pa Parallel Generation Interconnection Regulations.	yment of the application fee as described in Section H of the
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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 back-up, other) (please describe)	e power to meet base load, demand management, standby,
Will Standby or Supplemental Service be required?	YesNo ent will be required before commencement of operations)
One-line diagram attached?	
Have testing results been supplied to the Company docu requirements? Yes [Note: Requires a Have all necessary government permits and approvals b	Yes for an Application to be considered complete.] een obtained for the project prior to this application?
Yes [Note: Requires a Yes for an Applie Have the generator Manufacturer machine characteristic Yes [Note: Requires a Yes for an Applica	s been supplied to the Company? ation to be considered complete.]
Have the layout sketch showing lockable, "visible" discor Yes [Note: Requires a Yes for an Applica	
DATE:	[CUSTOMER NAME]
	(Signature)
	Ву:
	Title:
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(Name of Issuing Utility)

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Replacing Schedule_

_____ Sheet _

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Territory to which scl	hedule is appli	icable)

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L.	EXHIBIT	В		
	INTERC	ONNEC	TION AGREEMENT FOR	PARALLEL GENERATION SERVICE
This Intercor	nnection Ag	greemen	t herein after ("Agreemen , 20 , by and betwe	t") is made and entered into this day of en the undersigned, Aquila, Inc. D/B/A, Aquila Networks-
WPK, hereir after ("PGS		npany"),	and	herein
	WITTNE	SSETH:		
				the mutual covenants and agreements herein, PGS ant and agree with the following:
1.	the PGS at 35,000 "Facilitie A. This agreeme	Custom 0 volts or s") may t Agreeme ent to pur	er agree that one or more less, including interconne be interconnected to the C ent does not authorize the rchase, or wheel the PGS	applicable to conditions under which the Company and generating facility or facilities of KW to be interconnected action facilities ("hereinafter collectively referred to as Company's Distribution System, as described in Appendix PGS Customer to export power, or constitute an Customer's power. Other services that the PGS Customer be covered under separate agreement(s).
2.	interconr Compan Requirer	nect their y's Rules ments ref	 Facilities at the locations s and Regulations (herein ferenced in such Rules, o 	ction Company and PGS Customer agree to specified in this Agreement, in accordance with the after "Rules"), including the Company's Technical r any successor Rule addressing interconnection of Appendix A (the "Point(s) of Interconnection").
3.	Respon	sibilities	of PGS Customer	
	sh sp co ap the ca sta Na Na	all be ful ecified o th all asp mpliance plicable e applica use its F andards i ational El	ly responsible for, the Fac n Appendix A. PGS Custo bects of the Rules, and Co with all aspects of the R Facility Schedule. Mainten ble manufacturer's recom acilities to be constructed including but not limited to ectrical Safety Code, the andards Institute, and Un	Ind expense, operate, maintain, repair, and inspect, and cilities which it now or hereafter may own unless otherwise owner shall conduct operations of its Facilities in compliance ompany shall conduct operations on its utility system in ules, or as further described and mutually agreed to in the nance of Facilities shall be performed in accordance with mended maintenance schedule. PGS Customer agrees to in accordance with any applicable safety and performance o those established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, American derwriters Laboratories, in effect at the time of
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Signature

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shall modify the tariff as shown hereon.

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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 Customers system for the purpose of monitoring and control at the Point of Common Coupling. The PGS Customer will responsible for the costs of providing the remote monitoring and control as required by Company.

6. Disconnection of Facilities

shall modify the tariff as shown hereon.

- 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 effect 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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Ву	Signature		Manager, Regulatory	
	Signature			/S/ Susan K. Duffy

shall modify the tariff as shown hereor

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Aquila Networks-WPK	Schedule: <u>R&R Interconnection</u>
(Name of Issuing Utility)	Replacing Schedule Sheet
ENTIRE SERVICE AREA	Which was filed <u>N/A</u>
(Territory to which schedule is applicable)	
No supplement or separate understanding	

éreon.	Sheet 12 of 46 Sheets
Forced Outages. During any forced outage of PGS Custon the right to suspend Parallel Generation Service to effect im Distribution System, provided, however Company shall use Customer with prior notice. If prior notice in not given, Com written documentation after the fact explaining the circumsta	imediate repairs of Company's its best efforts to provide PGS apany will provide PGS Customer

- 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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- **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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<u> Aquila Networks-WP</u>	P١
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Schedule: R&R Interconnection

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Dispute Resolution. 18.

- This Agreement has no effect on the ability of either party to file a jurisdictional complaint with а. 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.
- If a dispute arises between the parties relating to this Agreement, the parties agree to use the b. following procedure prior to either party pursuing other available remedies:
 - A meeting shall be held promptly between the parties, attended by individuals with (i) 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.
 - The mediation may proceed in accordance with CPR's Model Procedure for Mediation of (iii) Business Disputes, or the parties may mutually establish their own procedure.

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mediation does not result in	ediation in good faith and in a timely manner. In the event the resolution of the dispute within sixty (60) days, then, upon se to the other party either party may request that the matter

- mediation does not result in resolution of the dispute within sixty (60) days, (nen, 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.

lssued	May	26,	2004	_
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By	Month	Day	^{Year} Manager, Regulator	ry
,	Signature		Title	-

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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 shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of the parties.
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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives.

[COMPANY	NAME]
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[PGS CUSTOMER NAME]

BY:	BY:
TITLE:	TITLE:
DATE:	DATE:
Issued May 26, 2004 Month Day Year	04-GIME-080-GIE Approved
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Exhibit C – Parallel Generation Service Screening Process

Μ.

Schedule: <u>R&R Interconnection</u>

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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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 generators, small electric generation facilities Facilities Study - An engineering study corrutility system that will be required to accommended accommendation of the shared portion of the utility system. Short Circuit Contribution - The result of distributed generator(s) by the short circuit of distributed generator(s), converted to a performance of supplemental Review - Review of function 	nducted to determine the modifications to the existing modate the requested interconnection. which the distributed generation facility is connected to dividing the maximum short circuit contribution of the contribution available from the utility system without
interconnection equipment. System Impact Study - An assessment to accommodate the requested interconnectio	determine the ability of the existing utility system to in request.

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N. Exhibit D - Technical Requirements for Parallel Generation Service-S

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.
- 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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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.

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

- 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.

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

- 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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		system shall be sized to hand designed and installed to limit ANSI/IEEE 80 "IEEE Guide for	le the maximum available ground fault current and step and touch potentials to safe levels as set forth in or Safety in AC Substations Grounding." All electrical in accordance with local, state, and federal electrical and
	2.10	on the downstream (load) side voltage regulation provided to 9. System Grounding: The DG s	e of the Company's voltage regulators shall not degrade the the downstream customers of the Company. ystem should be grounded in accordance with ANSI/IEEE and Commercial Power Systems. The DG grounding
	2.9.	the prevailing voltage level of	shall follow, not attempt to oppose or regulate, changes in the Company at the point of common coupling, unless /ners/operators of the DG and the Company. DG installed
	2.8.	DC Injection from inverters sh output current into the point of	all be maintained at or below 0.5% of full rated inverter f common coupling.
	2.7.	voltage and current distortion (including inductive telephone of ANSI/IEEE 519, "Recomme Electrical Power Systems." Fli remain below the Border Line less than 1 per second or grea fluctuations per second, voltag reasonable cause for concern Company may require the insi assessment of compliance wi installed at the PGS Custome	OG equipment shall not be a source of excessive harmonic and/or voltage flicker. Limits for harmonic distortion influence factors) will be as published in the latest issues ended Practices and Requirements for Harmonic Control in icker occurring at the point of common coupling shall of Visibility curve on the IEEE/GE curve for fluctuations ater than 10 per second. However, in the range of 1 to 10 ge flicker shall remain below 0.4%. When there is due to the nature of the generation and its location, the tallation of a monitoring system to permit ongoing th these criteria. The monitoring system, if required, will be r's expense. Situations where high harmonic voltages the distribution system are to be addressed in the
		testing of any other protective listed above. The PGS Custor perform an inspection prior to	vide the Company a reasonable opportunity to witness site and control functions required in this document, but not mer must provide the Company a reasonable opportunity to the first paralleling of the generation equipment to install e settings and connections to the system.

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2.11. System Protection: The PGS Customer is respo	onsible for providing adequate protection	

		Company or responsible distribution	distribution system-o	ons arising from the operation of generation under all perating conditions. The PGS Customer is also late protection to their DG facility under any Company ondition whether or not their DG is in operation. Conditions to:
		1. 2. 3. 4. 5. 6. 7. 8. 9. 10.	Separation from su Synchronizing gen	n faults, pr frequency, ching surges, ic voltages, e sequence voltages, upply,
			cted with the Compa	permit safe and proper operation of the DG system while ny's distribution system are shown in figures at the end of
	2.12	trip of a Co unit protec	mpany protective de	In the case of a Company protection function initiating a evice in reaction to a fault on the Company system, the DG st be designed to coordinate with the Company reclosing ice.
	2.13	Company's	s system remain ene	unintentional island in which the DG and a portion of the rgized through the point of common coupling, the DG npany's system within two seconds of the formation of an
	2.14	Company of after a trip for a minim in the even switch prio	circuit. The PGS Cu from a system protent num of five minutes. It to serve a critical li r to generator hook	revent the DG from being connected to a de-energized stomer should not reconnect DG to the Company's system ction device, until the Company's system is re-energized If the PGS Customer were to connect a backup generator, bad, they must open their main breaker or utilize a transfer up, in order to ensure no back feed into the Company's itical safety requirement.
	2.15	any conditi	on shall not exceed	of common coupling caused by the DG equipment under 3% (calculated by dividing the maximum deviation from e voltage, with the result multiplied by 100)
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erritory to which schedule is app No supplement or separate under	olicable)		
shall modify the tariff as shown I	•		Sheet 26 of 46 Sheets
	2.16.		of common coupling caused by the DG equipment shall s determined by common utility practice.
	2.17.	interconnection. Generally eith wire in series to capture energy A dedicated, direct phone line in for Company use to read the m the meter and the dedicated, d requirement may be waived at Company will supply, own, and	ts will depend upon the type of generation and the type of her a single bi-directional meter or two detented meters y flow in either direction will be installed by the Company. may also be required to be supplied by the PGC Custome hetering. Additional monitoring may also be done through irect phone line. In some cases, the phone line the Company's discretion for smaller DG systems. The I maintain all the metering equipment necessary such as ent transformers, by-pass switches, and meters.
	2.18.	the type of interconnection. Th	nts will depend upon the type and size of generation and ne remote monitoring can usually be done via direct phone pany may also require a specific RTU and/or protocol to system.
	2.19.	borne by the PGS Customer. addition of reclosers, circuit bre	mpany changes; the complete cost of such changes will be These changes could include, but are not limited to, the eakers, capacitors, voltage regulators, or protective on the DG size, location, and impact on the Company's
3.0.	CUS	TOMER OPERATING PROCED	DURES
	3.1.	to the operation of PGS Custor	voltage flicker complaints arise from other customers due ner's DG, the PGS Customer may be required to upment from the Company's system until the problem has
	3.2.	the point of common coupling t and/or proper operation of facil adverse effects may include, b	ment must not result in harmonic currents or voltages at that will interfere with the Company's metering accuracy ities and/or with the loads of other customers. Such ut are not limited to heating of wiring and equipment, age flicker, communication interference, etc.
	3.3.	after reasonable prior notice ex can be performed on the Comp	ontinue parallel operation when requested by the Company scept in an emergency, so that maintenance and/or repairs pany's facilities. In an emergency situation, the PGS rallel operation as quickly as possible once directed to by

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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.	for one generating unit are not units, should more than one un	ristics of each generating unit are unique, the test results permitted to represent the characteristics of all generating it with the same design characteristics be installed. It is nal capabilities for each generating unit for testing
4.9.	technicians, and Company app	professional engineers, factory-trained and certified roved individuals. The Company reserves the right to equire written certification that the testing was successfully
4.10.	requirements, then live testing of the protective equipment being Then the generation will be bro- will be demonstrated. While the	DG unit is determined to meet the interconnection can begin. Live testing will start with testing on parts of demonstrated, before the generation is brought on line. ught online, and other parts of the protective equipment unit is online checks will be made to verify proper nent, and measurement sources.
4.11.	at a level that is better than 25% leg, Current per leg, Real Power leg, and Power Factor per leg, of installed. The measurements re- measurements. A diagram of h the utilities acceptance. The po- readings of the Watts, and Vars of these measurements and test acceptance. Should the testing	at the time of commissioning, while the unit is generating 6 of it's nameplate rating, and is to include Voltage per er supplied per leg, Reactive Power supplied or taken per on the generating unit, or each unit if more than one is eport must include the type of meter used to derive the ow the measurements are taken is suggested to speed wer factor may be calculated based on same time s. Watts and Vars are not to be calculated values. A copy sting report are to be delivered to the utility for review and procedure not follow the verification test procedure, or procedure, then a detailed explanation of reasoning must
4.12.	Company for interconnection. It It is a statement that the installa	on testing gives the PGS Customer the approval of the is not the acceptance of responsibility for the installation. ation appears to be correctly installed. The PGS Customer roper maintenance of the equipment.

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shall notify the Company, in writing, prior to Customer shall also supply to the Compar- changes as well as the newly completed v 4.14. All interface equipment must include a ver in this document) as part of the documenta inverters as discussed later, the commissi	tting are altered in any way. PGS Customer o altering any equipment or settings. The PGS by written documentation of the proposed erification tests.
operate the load break disconnect switch a automatically shuts down and does not res The PGS Customer shall maintain a log of connecting utility. Any system that depend	r year as follows: the PGS Customer shall and verify the power producing facility start for five minutes after the switch is closed. If these operations for inspection by the s upon a battery for trip power shall be roper voltage. Once every four (4) years the
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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.

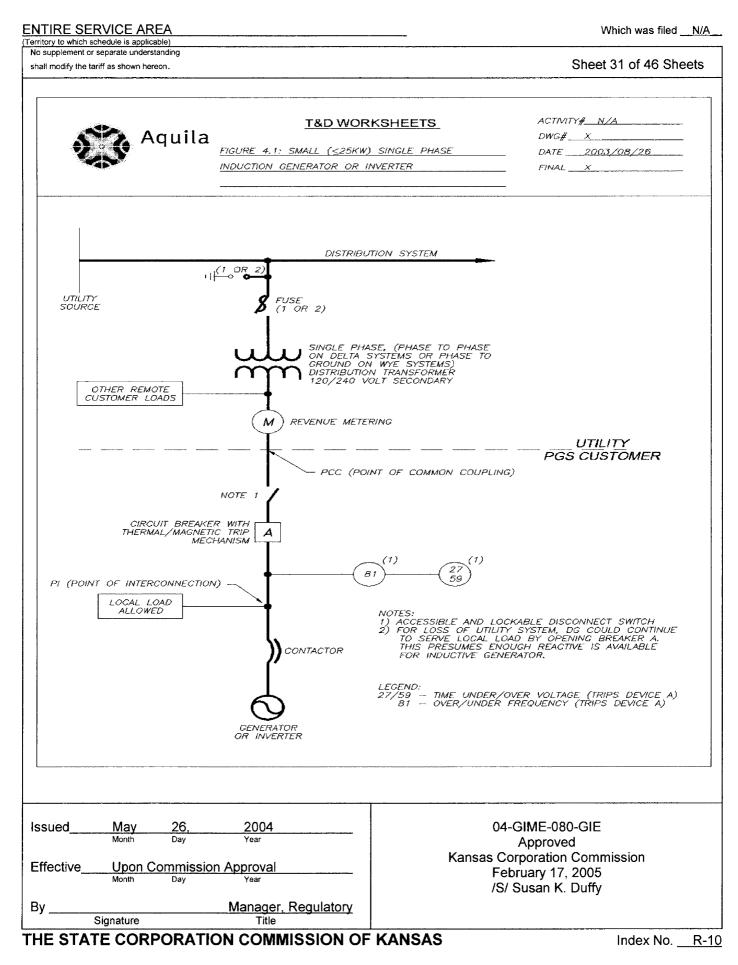
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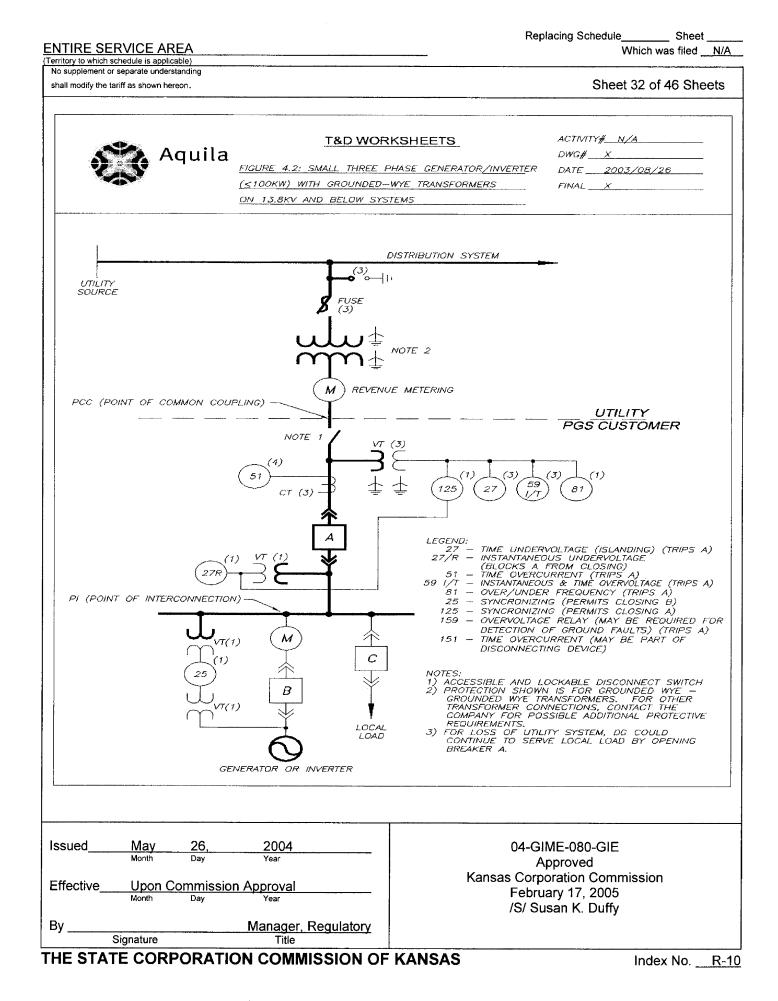
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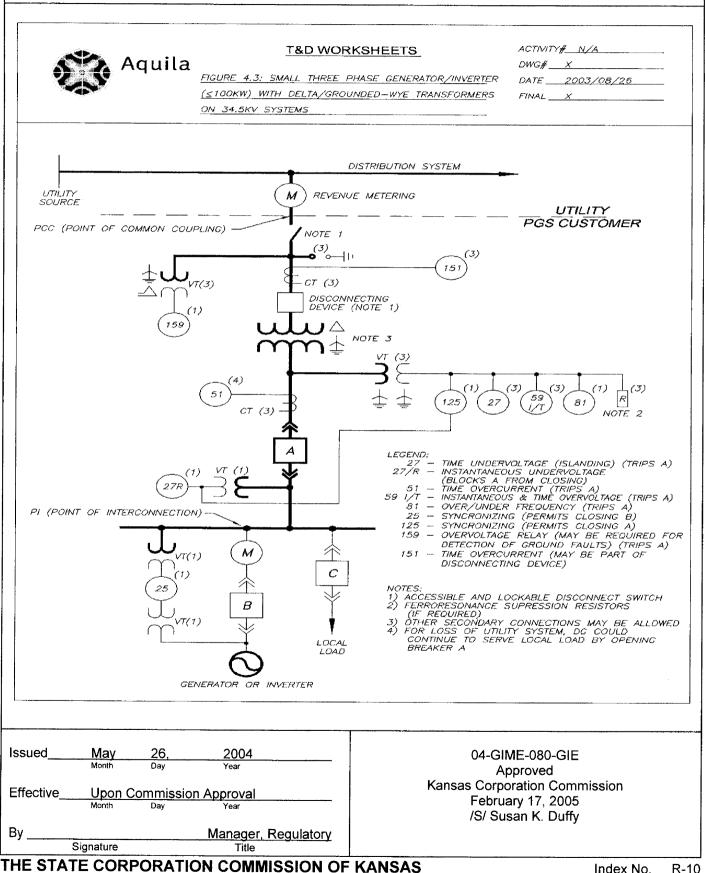
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O. Exhibit E - Technical Requirements for Pa	rallel Generation Service-Large		
1.0 APPLICABILITY			
equipment that, in sum, is rated gre non-networked Company Distributio	and parallel operation of DG (Distributed Generation) ater than 25kW single phase and 100kW three phase on n systems of 35kV or less. Special applications of single- will be considered on a case-by-case basis.		
2.0 CUSTOMER DESIGN REQUIREM	INTS		
For an interconnection to be safe to the following conditions are required	Company employees / equipment and to other customers, to be met on DG equipment.		
national, state, and local cons such as the American Natio and Electronics Engineers (IE	PGS) Customer DG facilities must meet all applicable truction, operation and maintenance related safety codes, nal Standards Institute (ANSI), Institute of Electrical EE), National Electrical Code (NEC), National Electrical ional Safety and Health Administration (OSHA), and .).		
configuration of the proposed disconnection devices, name connections, transformer imp Customer. If the proposed DC	the Company with a one-line diagram showing the DG system, including the protection and controls, plate rating of each device, power factor rating, transformer edance, and other information deemed relevant by the PGS is system does not pass the Parallel Generation Screening in may be necessary from the PGS Customer and ay be required.		
2.3. DG Equipment must be equip line during abnormal ² system	ped with adequate protection and control to trip ¹ the unit off conditions, according to the following requirements:		
¹ To trip is to automatically (without human intervention required) open the appropriate disconnection device to separate the DG equipment from the power system ² Abnormal 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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2.3.1. Undervoltage or overvoltage within the trip time indicated below. By agreement of both the PSG Customer and the Company, different settings maybe used for the undervoltage and overvoltage trip levels or time delays.

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

- 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.

DG Size	Frequency Range (Hz)	Clearing Time (cycles)
< 25 kW	> 60.5	10
$\leq 25 \text{ kVV}$	< 59.3	10
> 25 kW	> 60.5	10
	< (59.8 – 57.0	Adjustable (10 cycles to 300
	(adjustable)	sec.)
	< 57.0	10

- 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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	testing of any other protective a listed above. The PGS Custom perform an inspection prior to t	de the Company a reasonable opportunity to witness site and control functions required in this document, but not er must provide the Company a reasonable opportunity to he first paralleling of the generation equipment to install settings and connections to the system.	
2.7	voltage and current distortion a (including inductive telephone i of ANSI/IEEE 519, "Recommen Electrical Power Systems." Flic remain below the Border Line o less than 1 per second or great fluctuations per second, voltage reasonable cause for concerne Company may require the instate assessment of compliance with installed at the PGS Customer	G equipment shall not be a source of excessive harmonic ind/or voltage flicker. Limits for harmonic distortion influence factors) will be as published in the latest issues inded Practices and Requirements for Harmonic Control in iker occurring at the point of common coupling shall of Visibility curve on the IEEE/GE curve for fluctuations ter than 10 per second. However, in the range of 1 to 10 e flicker shall remain below 0.4%. When there is due to the nature of the generation and its location, the allation of a monitoring system to permit ongoing in these criteria. The monitoring system, if required, will be s expense. Situations where high harmonic voltages the distribution system are to be addressed in the	
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	9. The DG's generated voltage shall follow, not attempt to oppose or regulate, changes 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 installe on the downstream (load) side of the Company's voltage regulators shall not degrade voltage regulation provided to the downstream customers of the Company.		
2.1	142 "Grounding for Industrial a system shall be sized to handle designed and installed to limit ANSI/IEEE 80 "IEEE Guide for	stem should be grounded in accordance with ANSI/IEEE nd Commercial Power Systems. The DG grounding the maximum available ground fault current and step and touch potentials to safe levels as set forth in Safety in AC Substations Grounding." All electrical n accordance with local, state, and federal electrical and andards.	
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to Company facilities for cond Company distribution system responsible for providing ade	Customer is responsible for providing adequate protection litions arising from the operation of generation under all operating conditions. The PGS Customer is also quate protection to their DG facility under any Company condition whether or not their DG is in operation. Conditions d to:
8. Separation from 9. Synchronizing ge	m faults, es, e or frequency, itching surges, nic voltages, ve sequence voltages, supply,
interconnected with the Comp this document. In general, ar DG size. This is due to the g	o permit safe and proper operation of the DG system while bany's distribution system are shown in figures at the end of nd increased degree of protection is required for increased reater impact to system stability from these installations. The more sensitive and faster protections schemes to limit the
initiating a trip of a Com Company system, the I	dination. In the case of a Company protection function ppany protective device in reaction to a fault on the DG unit protection and controls must be designed to npany reclosing practices of that protective device.
of the Company's syste	For an unintentional island in which the DG and a portion or remain energized through the point of common coupling, energize the Company's system within two seconds of the
energized Company cir Company's system after Company's system is re Customer were to conn they must open their m	ned to prevent the DG from being connected to a de- cuit. The PGS Customer should not reconnect DG to the er a trip from a system protection device, until the e-energized for a minimum of five minutes. If the PGS nect a backup generator, in the event to serve a critical load, ain breaker or utilize a transfer switch prior to generator sure no back feed into the Company's distribution system. requirement.
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No supplement or separate understanding Sheet 39 of 46 Sheets shall modify the tariff as shown hereon. 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	CUS	STOMER OPERATING PROCE	DURES	
	3.1	to the operation of PGS Custo	r voltage flicker complaints arise from c omer's DG, the PGS Customer may be quipment from the Company's system u	required to
	3.2	the point of common coupling and/or proper operation of fac adverse effects may include,	pment must not result in harmonic curre that will interfere with the Company's r cilities and/or with the loads of other cus but are not limited to heating of wiring a ltage flicker, communication interference	netering accuracy stomers. Such and equipment,
	3.3.	after reasonable prior notice e can be performed on the Corr	continue parallel operation when reques except in an emergency, so that mainte npany's facilities. In an emergency situa arallel operation as quickly as possible	nance and/or repairs ation, the PGS
4.0	DG I	INTERFACE TESTING		
	4.1.	Testing of the DG interfaces i Company, and other custome	s important for the protection of the PG ers.	S Customer, the
	4.2.	Verification tests, together, er	parate and distinct tests. The Manufac isure that a proposed system meets the rements and that he proposed system I	e necessary
	4.3.	must meet or exceed the requ	nterface equipment, including inverters uirements of the following ANSI/IEEE st C37.2, and C62.41, as well as the follow 5.	tandards: C37.90,
	4.4.	protective equipment. It also demonstrate that product qua should be provided on an equ review of manufacturers testir	quires the testing of the specific genera requires the testing of additional units of lity has not declined. The results of ma ipment certification, or a trusted equipr ng results, the Company reserves the ri the Company's distribution system.	over time to anufacturers testing ment database. After

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	4.5.	After review of the initial application about the system has not been pr performed by an independent test manufacturer will agree upon type	ovided; Company may request tha ting lab to verify system. The Com	at type testing be
	4.6.	Manufacturer may elect to have s devices type tested as complete s are not used.	ystems comprised of utility grade r systems to avoid the required Com	relays and other pany review if they
	4.7.	interface. The testing will proceed as shown on the application. All v performed. If wires must be remo- terminal must be clearly and perm	nd functioning properly in regards d with an equipment inspection, to verification test prescribed by the r oved to perform certain tests, each nanently marked. Verification testi ir years. The PGS Customer shall	to the Company verify equipment is manufacturer shall be wire and each ing shall be
	4.8.	units, should more than one unit v	stics of each generating unit are ur rmitted to represent the characteri with the same design characteristic al capabilities for each generating u	istics of all generating cs be installed. It is
	4.9.	Qualified individuals including protechnicians, and Company approvision witness verification testing or requirement.	fessional engineers, factory-traine ved individuals. The Company res uire written certification that the tes	serves the right to
	4 .10.	the protective equipment being de Then the generation will be broug	n begin. Live testing will start with emonstrated, before the generation ht online, and other parts of the pr nit is online checks will be made to	n testing on parts of n is brought on line. rotective equipment
Issued	May 2 Month Da		04-GIME-080-GIE Approved	
Effective	Upon Comr Month Da	nission Approval	Kansas Corporation Commission February 17, 2005 /S/ Susan K. Duffy	
Ву	Signature	Manager, Regulatory		
		RATION COMMISSION OF H	ANSAS	Index No. <u>R-10</u>
Aquila Netwo			Schedule	e: R&R Interconnection
	Ility) RVICE AREA		Replacing Sche	dule Sheet Which was filed N/A
	chedule is applicable)			

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at a level that is better than 25% leg, Current per leg, Real Power leg, and Power Factor per leg, of installed. The measurements re measurements. A diagram of ho the utilities acceptance. The pow readings of the Watts, and Vars of these measurements and tes acceptance. Should the testing	at the time of commissioning, while the unit is generating of it's nameplate rating, and is to include Voltage per r supplied per leg, Reactive Power supplied or taken per on the generating unit, or each unit if more than one is port must include the type of meter used to derive the ow the measurements are taken is suggested to speed wer factor may be calculated based on same time . Watts and Vars are not to be calculated values. A copy ting report are to be delivered to the utility for review and procedure not follow the verification test procedure, or procedure, then a detailed explanation of reasoning must
Company for interconnection. It It is a statement that the installa	on testing gives the PGS Customer the approval of the is not the acceptance of responsibility for the installation. tion appears to be correctly installed. The PGS Customer roper maintenance of the equipment.
programming is changed or pro notify the Company, in writing, p Customer shall also supply to th changes as well as the newly co characteristics of each generati are not permitted to represent th than one unit with the same des	equipment is replaced, removed, added, damaged, tective setting is altered in any way. PGS Customer shall prior to altering any equipment or settings. The PGS the Company written documentation of the proposed completed verification tests. Because the electrical ing unit are unique, the test results for one generating unit the characteristics of all generating units, should more sign characteristics be installed. It is necessary to verify each generating unit for testing purposes.
in this document) as part of the	clude a verification test procedure (unless otherwise noted documentation. Except for the case of single-phase commissioning test must establish that the protection irements.
follows: the PGS Customer sha power producing facility automa after the switch is closed. The F inspection by the connecting uti power shall be checked and log	ed upon initial parallel operation and once per year as Il operate the load break disconnect switch and verify the tically shuts down and does not restart for five minutes PGS Customer shall maintain a log of these operations for lity. Any system that depends upon a battery for trip ged once per month for proper voltage. Once every four ther replaced or a discharge test performed.
Issued May 26, 2004	04-GIME-080-GIE
Month Day Year Effective Upon Commission Approval Month Day Year	Approved Kansas Corporation Commission February 17, 2005 /S/ Susan K. Duffy
By <u>Manager, Regulatory</u> Signature Title	
THE STATE CORPORATION COMMISSION OF	KANSAS Index No. <u>R-10</u>
Aquila Networks-WPK	Schedule: R&R Interconnection
(Name of Issuing Utility) ENTIRE SERVICE AREA	Replacing Schedule Sheet Which was filed N/A
(Territory to which schedule is applicable)	

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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.

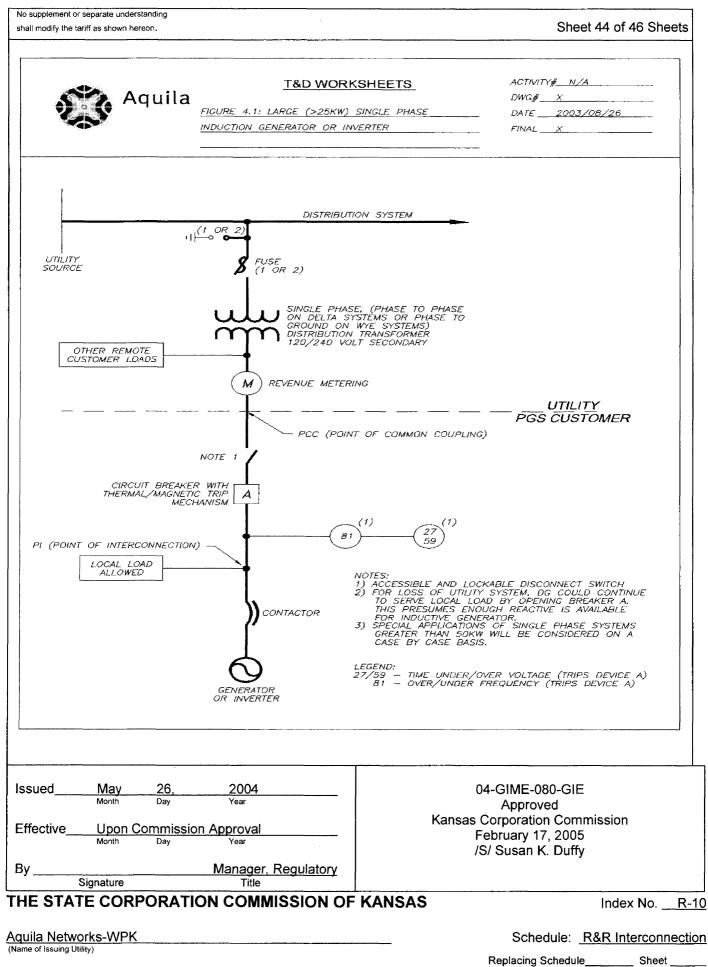
Point of Common Coupling — The point at which the DG facility is connected to the shared portion of the Company's system.

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.

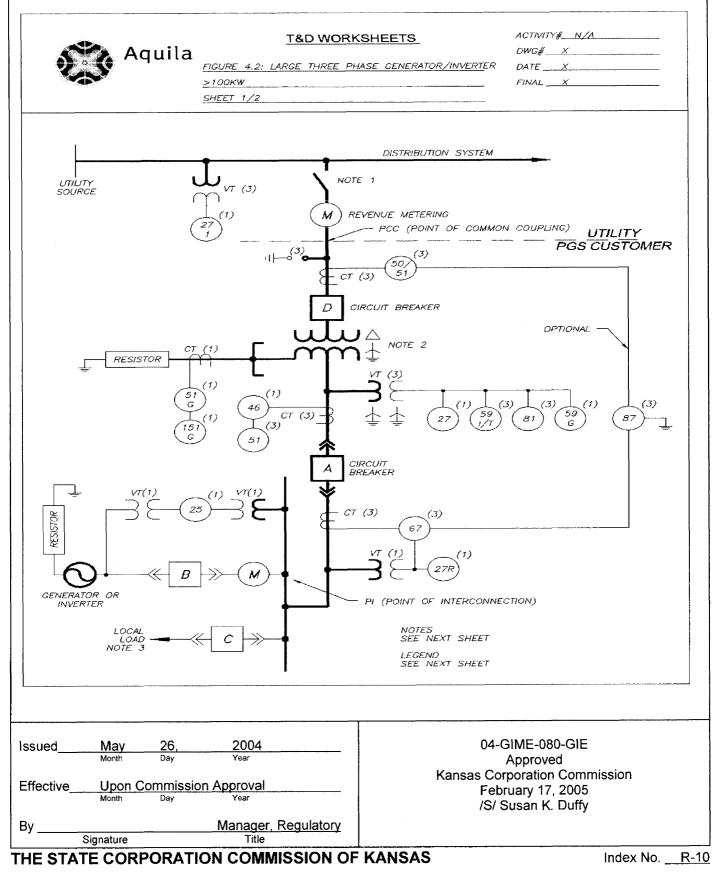
Issued	May 26, Month Day	2004 Year	04-GIME-080-GIE Approved	
Effective_	Upon Commiss Month Day	on Approval	Kansas Corporation Commission February 17, 2005 /S/ Susan K. Duffy	
By		Manager, Regulatory		
	Signature	Title		
THE STA	TE CORPORAT	ION COMMISSION OF	KANSAS Index No	
Aquila Netv	vorks-WPK		Schedule: <u>R&R Interconnection</u>	
(Name of Issuing I	Utility)		Replacing Schedule Sheet	
	Schedule is applicable)		Which was filed <u>N/A</u>	



ENTIRE SERVICE AREA

(Territory to which schedule is applicable) No supplement or separate understanding

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Schedule: R&R Interconnection

ENTIRE SERVICE AREA

Territory to which schedule is applicable) No supplement or separate understanding shall modify the tariff as shown hereon.			Sheet 46 of 46 Sheets
Aquila	FIGURE 4.2: LARGE THREE	PRKSHEETS PHASE GENERATOR/INVERTER	ACTIVITY# <u>N/A</u> DWG#X DATEX FINALX
27 - TIME UN 27/1 - INSTANT GROUNE 27/R - INSTANT (BLOCK, 50/51 - INSTANT 51 - TIME OV 51/G - TIME OV 59/T - INSTANT 81 - OVER/U 87 - TRANSFO 59G - ZERO S 25 - SYNCHR 46 - NEGATIV NOTES: 1) ACCESSIBLE AN 2) OTHER TRANSF ARE POSSIBLE 3) FOR LOSS OF		TRIPS A OR D) R PRIMARY ENT (TRIPS A & D) PS A) PS D) (TRIPS A OR B OR D) OR D) A & D) IPS A OR B OR D) B) (TRIPS A OR D) SWITCH	
Issued May 26, Month Day	2004 _{Year}		GIME-080-GIE Approved
Effective Upon Commission	on Approval _{Year}	Febr	poration Commission uary 17, 2005 usan K. Duffy
By Signature	Manager, Regulatory Title		