

State of Missouri Public Service Commission
at a session of the Public Service Commission
held at its office in Jefferson City
on the ___ day of April 1990.

In the matter of the application of)
Trigen-Kansas City District Energy)
Corporation, for permission, approval and)
a Certificate of Public Convenience and)
Necessity authorizing it to acquire, own,)
operate, control, manage and maintain a)
steam heat distribution system to provide)
steam heat service and for approval of)
its rates and rules and regulations)
applying to steam heat service.)

Case No. HA-90-5

FILED

APR 30 1990

PUBLIC SERVICE COMMISSION

ORDER ADOPTING PROTECTIVE ORDER

By its Application filed _____, 1990, Trigen-Kansas City District Energy Corporation ("Trigen-KC") moved that the Commission adopt a Protective Order in the above-styled case. Confidential and proprietary information was filed in this case and the Commission determines that Trigen-KC's request is reasonable and should be granted. The Commission will adopt the Protective Order which is attached to this Order as Attachment A and incorporated herein by reference.

It is, therefore,

ORDERED:

1. That the Motion of Trigen-KC for a Protective Order in the above-styled case is granted.

ORDERED:

2. That the Protective Order attached to this Order as Attachment A and incorporated herein by reference is adopted hereby.

ORDERED:

3. That this Order shall become effective on the date hereof.

BY THE COMMISSION

By:

Harvey G. Hubbs - Secretary

PROTECTIVE ORDER

A. During the course of the Case No. HA-90-4 and Case No. HA-90-5, Trigen-Kansas City District Energy Corporation ("Trigen-KC") provided to the Commission a draft of a contract (the "National Starch Contract") which was under negotiation with National Starch and Energy Corporation ("National Starch"). Said National Starch Contract contains material and information relating directly to a specific customer and other market-specific information relating to the service offered in competition with others and is, therefore, of a proprietary and confidential nature and was presented as such by Trigen-KC to the Commission Staff.

B. Trigen-KC and National Starch have consummated their negotiations and have signed the National Starch Contract, a copy of which is being provided to the Commission.

C. Disclosure of the National Starch Contract shall be made only to parties in the above-styled case and only in connection with Commission proceedings. The person requesting such disclosure shall first read this Order and execute a Nondisclosure Agreement in the form of Exhibit "A" attached hereto and incorporated herein by reference. Such Nondisclosure Agreement shall contain the signatory's full name, permanent address, title or position, date signed and an affirmation that the signor is a party or is acting on behalf of a party to the proceedings. A copy of such executed Nondisclosure Agreement shall be delivered to Trigen-KC prior to disclosure and Trigen-KC shall have the opportunity to object to such disclosure. All representatives, employees, attorneys, agents or any others who are requesting information on behalf of a party to such proceedings shall be subject to the nondisclosure requirement set forth herein.

D. All persons who are afforded access to the National Starch Contract or information therein under the terms of this Protective Order shall neither use nor disclose such information for purposes of business or competition or any other purpose other than the purpose of preparing for and conducting proceedings before the Commission. Further, any such person shall keep the information confidential and secure and in accordance with the purposes and intent of this Order.

E. The provisions of this Protective Order do not apply to Staff or Public Counsel. Staff and Public Counsel are subject to the nondisclosure provisions of Section 386.480, RSMo. 1986.

F. The Commission may modify this Order by motion of a party or on its own motion upon reasonable notice to the parties and opportunity for a hearing.

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

NONDISCLOSURE AGREEMENT

Trigen-Kansas City District Energy Corporation (Trigen-KC) has designated the contract with National Starch and Energy Corporation ("National Starch Contract"), as highly confidential and proprietary because it contains material and information relating directly to a specific customer and other market-specific information relating to service offered in competition with others.

The undersigned agrees that such information will be reviewed only by the undersigned and employees or outside experts who are working as consultants to the undersigned and intend to file testimony in proceedings before the Commission. It is agreed that the names, letters and job classifications of such employees and outside experts will be supplied to Trigen-KC and such persons shall not be afforded access to such information until the same have executed a nondisclosure agreement with the same terms and conditions as this nondisclosure agreement and delivered same to Trigen-KC with a copy being filed with the Commission. The undersigned and all persons who are afforded access to the National Starch Contract agree that they shall neither use or disclose such information for purposes of business or competition or any other purpose other than the purpose of preparation for and conduct of proceedings before the Commission in Case No. HM-90-4 or HA-90-5 and shall keep the information confidential and secure.

I hereby certify that I have read the above nondisclosure agreement and agree to abide by its terms and conditions.

Dated this ___ day of _____, 1990.

Signature

Print Name

Title

Employer

Party

Address

Telephone

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