

P.S.C.MO. No. 2

(Original) SHEET No. 1

Cancelling P.S.C.MO. NO. 2

1st (Revised)

(Original) SHEET No. 1

(Revised)

Trigen- Kansas City Energy Corporation
Name of Issuing Corporation

For Kansas City, MO
Community, Town or City

GENERAL RULES AND REGULATIONS

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ISSUED BY: Kevin E. Brown Senior Vice President
name of officer title

2600 CHRISTIAN ST.
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TRIGEN-KANSAS CITY
ENERGY CORPORATION

For KANSAS CITY, MISSOURI

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1.4 CUSTOMER. Any person applying for, receiving, using or agreeing to take steam service supplied by the Company under one rate schedule for use within a single premise or building owned, leased or occupied, or upon consent of the Company, managed by such person or his authorized agent.

1.5 CUSTOMER'S INSTALLATION. All pipes, appliances and apparatuses of every kind and nature on the Customer's premises on the Customer's side of the Point of Delivery (except the Company's pressure reducing station, meter installation and other equipment installed and maintained by the Company) used or useful to the Customer in connection with the receipt and utilization of steam service supplied by the Company.

1.6 METER INSTALLATION. The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed by the Company to measure and monitor the steam service supplied to a Customer at a single point of delivery.

1.7 MONTH. An interval of approximately thirty (30) days, unless specified or appearing from the context to be a calendar month.

1.8 PERSON. Any individual, partnership, co-partnership, firm, company, public or private corporation, association, joint stock company, trust, estate, political subdivision, governmental agency or other legal entity recognized by law.

1.9 POINT OF DELIVERY. The point at which the Company's equipment and piping system connects with the Customer's steam infrastructure, unless otherwise specified in the Customer's service agreement.

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2.3 MODIFICATIONS. A service agreement shall be subject to modification from time to time during the term thereof in accordance with all applicable changes in the Company's rate schedules, rules and regulations and the Commission's general orders, as authorized by law.

2.4 MINIMUM TERM. Normally, all service agreements shall be effective for a minimum initial term of one year from the date steam service commences (unless terminated by mutual agreement of the Customer and the Company) and after the initial term shall continue from month to month until terminated by the Customer.

2.5 UNUSUAL LOADS. 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's requirements, the Company may require the service agreement to be for an initial term as defined in Rule 2.4 hereof, and, upon termination or cancellation, the payment by the Customer of such secured or unsecured charges and amounts (which may be required to be deposited before construction of such equipment or facilities) as may be necessary to protect the investment of the Company.

2.6 TEMPORARY STEAM SERVICE. The Customer shall pay to the Company the Company's estimated cost of connecting and disconnecting its facilities, including its meters installation, to supply temporary steam service. The Company may require payment of such amount in advance.

2.7 CREDIT REGULATIONS. A cash deposit, indemnity bond, or other credit arrangement to secure the prompt payment of steam service bills may be required by the

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FORM NO. 13

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Company as a condition of supplying or continuing to supply steam service to a Customer. Such credit arrangement shall be in an amount to be determined by the Company but not to exceed such amount as may be permitted by 4 CSR 240-10.040 (or any successor provisions). Such credit arrangement may be terminated and any cash deposit refunded by the Company at any time when the Customer has established a credit rating satisfactory to the Company. Interest at the Prime lending rate as published in the Wall Street Journal as of the last date of publication for the preceding year, will be the interest rate on Customer deposits for the current year, or any fraction thereof, that a Customer's deposit is held. A Customer's deposit shall earn interest, compounded annually, and such interest will accrue on a cash deposit held by the Company pursuant to this paragraph. Upon termination of steam service to a Customer, the Company shall refund to the Customer the amount of any such cash deposit (plus interest, if any, thereon) remaining after the application of such deposit and interest to the indebtedness of the Customer to the Company.

2.8 CUSTOMER INSOLVENCY. A service agreement shall, at the option of the Company, cease and terminate and all amounts due the Company thereunder shall become immediately payable without further notice in case any act of bankruptcy is made or committed by the Customer, or any petition in bankruptcy, either voluntary or involuntary, is filed by or against the Customer or, if the Customer is an agent, his principal.

2.9 SUCCESSION AND ASSIGNMENT. A service agreement shall inure to the benefit of and be binding upon the Customer's successors by operation of law, but shall not be assignable voluntarily by the Customer.

2.10 AUTHORITY. No representative, agent or employee of the Company, except a corporate officer, shall have the authority to amend, alter, waive or change any of the Company's rules and regulations or otherwise bind the Company by promises or representations.

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interest of the Company) for steam service previously supplied at such premises or any other premises until payment of such indebtedness shall have been made. Indebtedness is to include all amounts owed to Company, whether assessed for steam service, interest on amounts owed, fees, penalties or otherwise.

3.4 CUSTOMER TO FURNISH RIGHT OF WAY. The Customer will provide or procure for the Company such rights of way, easements or licenses, in duly recordable form, as are satisfactory to the Company, across property owned or otherwise controlled by the Customer, for the construction, operation, maintenance, repair, replacement and removal by the Company of its facilities necessary or incidental to the supplying of such steam service to the Customer's premises and for the purposes set forth in Rule 4.8.

3.5 ACCESS TO CUSTOMER PREMISES. The Customer shall give the duly authorized agents and employees of the Company, when properly identified, full and free access to the premises of the Customer for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing or removing any of the Company's facilities on the premises of the Customer, for the purpose of inspecting any of the Customer's facilities on the premises of the Customer, reading meters, or for any other purpose incidental to the steam service supplied by the Company.

3.6 DELIVERY OF STEAM SERVICE TO CUSTOMER. The Company shall not be obligated to extend its facilities or any service pipe onto privately owned property to serve any Customer. The Company shall supply steam service to the Customer at the Point of Delivery. The Customer shall provide a service entrance to be located at a suitable point on the Customer's premises as specified by the Company, and shall, if required by the Company, reimburse the Company for the cost of installing

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service pipe and all necessary fittings and auxiliary equipment, if any, between the property line and the Point of Delivery. In no event shall the Company provide or install wall penetrations of the Customer's premises.

3.7 COMPANY RESPONSIBILITY. The obligation of the Company to supply steam to the Customer shall be completed by the supplying of such steam service at the Point of Delivery for the operation of all steam and heating equipment of the Customer. The responsibility of the Company for the quality of service and operation of its facilities ends at the Point of Delivery. The Company shall be required only to furnish, install and maintain: one connection from its system facilities, service pipe from such connection to the point of delivery, a pressure reducing station, if applicable, and one meter installation to measure such steam service to the Customer; provided that the Company may at its option supply steam service to a Customer at one or more points of delivery or measure the steam service supplied with multiple metering installations as a convenience to the Company or if it is more economical for the Company to do so.

3.8 CONTINUITY OF SERVICE. The Company will use reasonable diligence to supply continuous steam service to the Customer (subject to provisions to the contrary set forth in the Company's Interruptible Heating Service Schedule IHS rates), but does not guarantee the supply of steam service against irregularities or interruptions. The Company shall not be considered in default of its service agreement with the Customer and shall not otherwise be liable for any damages (including loss of profits or other consequential or indirect damages) occasioned by any irregularity or interruption of steam service.

3.9 SUSPENSION OF SERVICE. In addition to any interruption provisions specified in any rate schedule, including but not limited to the IHS schedule, the Company reserves the right to suspend steam service to the Customer for temporary periods as may be necessary for inspections,

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from fulfilling such obligation by reason of delivery delays, breakdowns or damages to facilities, acts of God or public enemy, strikes or other labor disturbances involving the Company or the Customer, civil, military or governmental authority, or any cause beyond the control of the Company.

Article 4. Taking Steam Service

4.1 CUSTOMER'S INSTALLATION. Customer's Installation (as defined in Rule 1.5) shall be furnished, installed and maintained by, and shall be the sole responsibility of the Customer. The Customer's Installation must be accessible for inspection by the Company.

4.2 OTHER SOURCES. Subject to provisions to the contrary as set forth in the IHS Schedule for Customers served under the IHS Schedule, the Customers' premises shall have no connection to or from any other source of steam supply. Customers with connections to or from a source of heat supply other than steam shall furnish such information to the Company with its application for service. Customers acquiring another source of heat supply during the term of the service agreement shall notify the Company in writing of same no later than fifteen (15) days prior to connection to or from such other heat supply.

4.3 CUSTOMER RESPONSIBILITY. The Customer shall be responsible for determining in advance, through application to the Company, the class or classes of steam service which will be designated by the Company and made available to the Customer and the applicable conditions of such steam service. The Customer shall be responsible for determining whether the Customer's installation, and

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expressly designated as disturbing uses and shall not be connected to the Customer's installation, except upon such prior special arrangements as may be made with the Company.

4.6 INSPECTIONS AND RECOMMENDATIONS. The responsibility of the Customer regarding his use of the steam service supplied by the Company is not set aside, and the Company shall in no way be liable, on account of any inspections or recommendations by the Company which are made as a courtesy to the Customer or as a protection to the steam service supplied by the Company to its other Customers. The Company reserves the right, but assumes no duty, to inspect the Customer's installation.

4.7 MODIFICATION OF CUSTOMER'S INSTALLATION. The Customer shall not, without prior written notice of and agreement with the Company, modify any part of the Customer's installation which might (a) impair the quality of his service, (b) result in increased load requirements beyond the capability of the existing system facilities and service pipe which serve the Customer, or (c) affect the operation of the Company's meter installation. In order to enable the Company to make any necessary operational changes, a Customer shall not undertake any actions which reduce its load requirements below eighty percent (80%) of its then current requirements without giving the Company at least sixty (60) days' prior written notice of such actions.

4.8 FACILITIES ACCESS. The Customer shall, if required by the Company, provide on his premises necessary space and right of way for the installation by the Company of its equipment and other necessary facilities for extension of the Company's service and/or condensate pipes through the Customer's building or

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whatsoever, and to increase the amount of such Customer's cash deposit or indemnity bond or other credit arrangement before steam service is restored. See also 6.5.1.

4.12 ATTACHMENTS TO COMPANY'S FACILITIES. Except upon prior written consent of the Company, no person shall attach anything of any kind or nature to the steam facilities of the Company wherever located, and the Company reserves the right to remove forthwith and without notice any unauthorized attachment to its facilities.

4.13 INDEMNITY TO COMPANY. The Customer shall indemnify, save harmless and defend the Company against all claims, demands, costs or expenses, for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of, the distribution or use of steam service by the Customer at or on the Customer's side of the Point of Delivery.

Article 5. Multiple Occupancy Premises

5.1 GENERAL METERING FOR MULTIPLE OCCUPANCY PREMISES OR BUILDING. The Company may at its option supply steam service to a Customer for the Customer's multiple occupancy premises or building, pursuant to the conditions provided in this Rule 5.

5.2 REDISTRIBUTION. "Redistribution" shall mean the furnishing of steam service by the Customer to separate premises occupied by another person within any multiple occupancy building or tract of land if such premises are owned, leased or controlled by the Customer, without making a specific or separate charge for the steam service so furnished. The Company will supply steam service to the owner, lessor, lessee or operator

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shall be the Customer's sole responsibility and the same shall not interfere with the Company's Point of Delivery equipment. Neither the Company's meter(s) (or any portion of metering register) nor the Company's monitoring/control equipment, if any, may be utilized by the Customer for purposes of measuring or determining quantities of steam for Redistribution or Resale.

Article 6. Metering

6.1 METER INSTALLATION. The Company shall furnish and connect, without installation expense to the Customer, its meter installation at a suitable place as determined by the Company. The Customer shall provide and at all times maintain at the place specified by the Company space for the connection of the Company's meter installation. The Customer shall provide the necessary meter mounting facilities, when required by the Company, in a manner satisfactory to the Company and in full compliance with all laws and governmental regulations applicable to the same. The Customer shall provide and maintain, at its expense, necessary electric service or instrument air required for the operation of the Company's meter(s) and associated control equipment, and shall permit the Company, at Company expense, to install either a dedicated telephone line or other communication cable in reasonable proximity to the meter installation. After the meter installation has been located on the premises of the Customer, the cost of any subsequent change in the location thereof shall, if required by the Company, be paid by the Customer if the relocation is made at the request of the Customer.

6.2 MULTIPLE METERING. When more than one meter or meter installation is used to measure the steam service supplied by the Company to a Customer, a separate

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bill in accordance with the applicable rate schedule may be rendered for the steam service supplied through each meter installation. The Company may combine consumption of steam service registered and render a single bill for steam service supplied to a Customer at his premises through two or more meter installations if, at the option of the Company, such multiple metering is installed as a convenience to the Company or because it is more economical for the Company to do so. If a Customer requests that any meter(s) be installed in addition to those determined to be appropriate by the Company, the Customer shall pay all costs for said meter(s).

6.3 METER READING. Except as otherwise provided herein or in applicable rate schedules of the Company, each meter will be read at monthly or more frequent intervals, and such readings shall be the bases for the Company's monthly billing for steam service.

6.4 EQUIPMENT SEALS. Seals may be placed by the Company on all meters, valves and auxiliary equipment owned by the Company. Such seals shall not be broken or disturbed by any person other than persons authorized by the Company or by law.

6.5 ESTIMATED BILLING DUE TO UNREAD METERS. If due to circumstances or conditions beyond the control of the Company or if it is otherwise impractical for the Company to read the meter on a scheduled meter reading day, the Company may leave on the premises of the Customer a business reply card with instructions thereon as to how the Customer shall read the meter and mail the information to the Company. If no meter reading is obtained in time for billing as scheduled, then the Company shall render an "estimated bill" based on the usage of the Customer. Estimated bills shall be adjusted

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in the next subsequent billing based upon a reading of the meter by the Company.

6.5.1 Backbilling - Missing or Defective Meter.

In the event of delayed or waived meter installation or when installed meters fail to register, the meter is determined to read either fast or slow, or the quantity delivered during the period in question shall be estimated, upon (i) past Customer usage during a similar period and under similar conditions, (ii) comparable usage during the period in question by other buildings of the Customer or by other customer's buildings, duly measured by functioning meters, (iii) Customer usage measured by a duly tested and calibrated meter during a subsequent period, adjusting for degree days, or (iv) some combination of these methods (in which case the determination shall be based on an averaging of the results), and the Customer shall pay a reasonably determined approximation for service during said period on this estimated amount. In cases where a defective meter is determined to have caused excessive billing in the past, the customer shall be credited for past over-billings. All billing adjustments based upon estimated usage shall indicate the method of estimation employed and shall set forth in reasonable detail the calculation of the amounts billed or credited.

The limitation on backbilling is as follows:

- Non-existent or stopped meters can be estimated for a period no longer than four (4) months back. Unmetered usage going back further than four months is forfeited.
- A slow-reading meter can only be adjusted for billing purposes, going back a maximum of twelve (12) months from date of corrective action. If a shortened period can be determined reasonable, that period shall apply.
- A fast-reading meter shall be adjusted for billing purposes, going back a maximum of twelve (12) months from date of corrective action. If a shortened period can be determined reasonable, that period shall apply.

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- Customer may ask Company to test the meter at any time. If the meter is inaccurate by 3% or more, adjustments for billing purposes are appropriate.
- The Customer can ask the Company to verify the accuracy of the meter anytime. If the meter is malfunctioning by less than 3%, the Company may bill the Customer \$50.00 for each test requested. If the meter is malfunctioning by 3% or more, no charge applies for the requested verification of the meter's accuracy.

6.6 ACCURACY AND TESTS. Except as provided to the contrary in any general orders of the Commission applying thereto, the Company's meters shall be tested periodically either by Company personnel duly qualified to perform such tests or by outside qualified contractors, but not less than once annually for Customers with demand meters and once every three years for all other Customers. The Company will arrange for further testing of any meter by a mutually acceptable independent meter tester, at any time upon request by a Customer, provided that the Customer shall pay all costs incurred in (continued on the next page)

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meter at the premises or building, the Customer shall be liable for the total cost to the Company of such meter and its installation and the Company may thereafter bill the Customer on the basis of peak flow and consumption, or the highest reading of either meter during the billing period, at rates determined by the Company to be comparable to the rates under the then effective rate schedule based upon consumption alone.

Article 7. Choice and Application of Rate Schedules

7.1 POSTING. The rate schedules of the Company currently in effect and on file with the Commission will be made available by the Company for inspection by any Customer during working hours at the principal business office of the Company.

7.2 CHOICE BY CUSTOMER. If a Customer is eligible to take steam service from the Company under any one of two or more applicable rate schedules, the responsibility for the selection of such rate schedule shall lie with the Customer. However, the Company shall have the right, based on the criteria set forth in Rules 3.1 and 9, to determine that the Customer is ineligible for service under any available rate schedule(s) without special arrangements between the Company and the Customer.

7.3 ASSISTANCE BY COMPANY. If Customer is eligible to take steam service from the Company under any one of two or more applicable rate schedules, Customer will be assisted by the Company in the selection of the rate schedule under which steam service will be supplied to such Customer, based on the information at hand, but the responsibility for the selection of such rate schedule shall lie with the Customer.

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the remainder of the net amount of such bill, and the Customer shall then pay the gross amount of such bill.

8.2.2 An administrative late charge of one and one-half percent (1.5%) per month on the net amount of such bill may be added to any unpaid bill commencing thirty (30) days after it becomes delinquent.

8.2.3 Any unpaid bill for service to the State of Missouri and its agencies shall be assessed late payment charges and interest pursuant to Sections 32.065, RSMo and 34.055, RSMo, as amended from time to time and then in effect.

8.3 PAYMENT DEFAULT. Failure of the Customer to pay any amount due the Company under the Customer's service agreement in the full amount due before the tenth (10th) day after rendition shall constitute a default by the Customer in his service agreement. The Customer's obligation to pay the amount due the Company under the Customer's service agreement shall be separate from other obligations and claims between the Company and the Customer and shall not be subject to set-off or counterclaim. Failure by the Customer to pay other obligations to and claims by the Company, other than amounts due the Company under or pursuant to the Customer's service agreement, shall not constitute a default justifying discontinuance of steam service under Rule 3.12, and the failure of the Company to pay any obligations to or claims by the Customer, or to give the Customer credit therefor shall not justify failure by the Customer to pay the amount due the Company under the Customer's service agreement nor prevent default by the Customer.

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GENERAL RULES AND REGULATIONS

Customer and the Company, any cost of such extension in excess of the investment warranted by the Company shall be paid by the Customer to the Company prior to the commencement of construction of such extension.

Article 10. Steam Service Agreement

The Company's steam service agreements shall be in substantially the form set forth below but may contain modification or attachments as necessary as determined by the Company on a case by case basis.

THIS AGREEMENT is made this _____ day of _____, 20____, by _____ (the "Customer"), and TRIGEN-KANSAS CITY ENERGY CORPORATION (the "Company").

In consideration of the mutual undertakings of the parties herein contained, it is agreed by the parties as follows:

SECTION 1. The Company shall supply to Customer steam service in amounts equal to the Customer's steam and heat requirements at the premises or building known as _____, Kansas City, Missouri. The Company shall deliver such amounts to the point at which the Company's entrance valve connects with the Customer's installation (the "point of delivery"). The point of delivery hereunder shall be located at or near _____.

SECTION 2. The Customer shall take and pay for all amounts of steam service supplied and delivered by the Company in accordance with the Company's rates, rules and regulations applicable to the service supplied hereunder which shall, upon the date of this agreement or at any time during the term hereof, be then currently on file and in effect pursuant to state regulatory commission law and the same are expressly incorporated herein by reference. Copies of the rate schedule(s) presently on

DATE OF ISSUE 09 26 08
month day year

DATE EFFECTIVE 11 01 08
month day year

ISSUED BY: Kevin E. Brown Senior Vice President
name of officer title

2600 CHRISTIAN ST.
PHILADELPHIA, PA 19146
address

TRIGEN-KANSAS CITY
ENERGY CORPORATION
Name of Issuing Corporation

For KANSAS CITY, MISSOURI
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GENERAL RULES AND REGULATIONS

file and in effect which are applicable to the service supplied hereunder are attached hereto.

SECTION 3. This agreement shall be effective as of the day and year first above written, shall become operative on _____, 2__, or on the date of initial delivery of service hereunder, whichever is earlier, and shall continue in effect for a term of _____ (_____) year(s) after the operative date and thereafter from month to month unless and until terminated by thirty (30) days' written notice given by either party to the other.

SECTION 4. This agreement supersedes all prior agreements between the Customer and the Company for the steam service to the premises or building identified in Section 1 hereof, and all representations, promises and other inducements, written or oral, made with respect to the matters herein contained. No modification of any provision of this agreement shall be binding unless reduced to writing and signed by the parties hereto, and any such written modification of any one or more provisions hereof shall not affect any of the remaining provisions hereof not modified. This agreement shall not be assignable voluntarily by the Customer.

SECTION 5. This agreement is made subject in all respects to the terms and provisions of Missouri laws and regulations, and all acts amendatory thereto, governing public utilities, and to the jurisdiction and authority of the Missouri Public Service Commission. Nothing herein contained shall be construed as divesting or attempting to divest said Commission of any rights, jurisdiction, power or authority vested in said Commission by law.

[Intentionally left blank]

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address

P.S.C.MO. No. 2

(Original) SHEET No. 31
1st (Revised)
(Original) SHEET No. 31
(Revised)

Cancelling P.S.C.MO. NO. 2

TRIGEN-KANSAS CITY
ENERGY CORPORATION
Name of Issuing Corporation

For KANSAS CITY, MISSOURI
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GENERAL RULES AND REGULATIONS

IN WITNESS WHEREOF, the parties hereto have caused
this agreement to be executed the day and year first
above written.

TRIGEN-KANSAS CITY ENERGY CORPORATION

By: _____

Approved:

Customer

By: _____
Title

Mail bill to:

DATE OF ISSUE 09 26 08
month day year

DATE EFFECTIVE 11 01 08
month day year

ISSUED BY: Kevin E. Brown Senior Vice President
name of officer title

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