

**MORRISON, HECKER, CURTIS, KUDER & PARRISH**

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**FILED**  
FEB - 7 1990

**PUBLIC SERVICE COMMISSION**

February 6, 1990

Mr. Harvey G. Hubbs, Secretary  
Public Service Commission  
301 West High  
Jefferson City, MO 65101

FEDERAL EXPRESS

Re: Tariffs for Trigen-Kansas City District Energy Corporation ("Trigen") Case No. HA-90-5

Dear Mr. Hubbs:

Enclosed are an original and one copy each of Forms P.S.C.MO. No. 1, Rates for Steam Service, and P.S.C.MO. No. 2, General Rules and Regulations, which are hereby filed with the Commission on behalf of Trigen. Because the transaction whereby Trigen will acquire the central station steam heat distribution system from Kansas City Power & Light Company has not yet been completed, Trigen requests that the effective date of the enclosed tariffs be held in abeyance so as to coincide with the closing of the purchase transaction. We will notify the Commission of the scheduled closing date when it has been established, and request the Commission's Order directing that the tariffs become effective upon such closing date.

Thank you for your attention to this matter.

Very truly yours,

MORRISON, HECKER, CURTIS, KUDER & PARRISH



George E. Rider

GER/smh  
Enclosures

cc: Ms. Martha S. Hogerty (w/enc.)  
Mr. C. Gene Fee, Hearing Examiner (w/enc.)  
Ms. Mary Ann Young (w/enc.)  
Mr. Jeremiah D. Finnegan (w/enc.)  
Mr. Mark G. English (w/enc.)  
Mr. Michael E. Pendergast (w/enc.)  
Mr. Gary Duffy (w/enc.)  
Mr. Richard Ward (w/enc.)  
Mr. Ilus W. Davis (w/enc.)  
Mr. Wm. Clark Kelly (w/enc.)  
Mr. John B. Williams (w/enc.)

FILE 9000288

TRIGEN-KANSAS CITY DISTRICT  
ENERGY CORPORATION

Name of Issuing Corporation

For KANSAS CITY, MISSOURI  
Community, Town or City

RATES FOR STEAM SERVICE

TRIGEN KANSAS CITY  
RATES FOR STEAM SERVICE

Trigen-Kansas City District Energy Corporation (the "Company") shall provide steam service at the rates set forth below under the provisions of customer service agreements which shall include the provisions of the Company's general rules and regulations in effect and on file and the Commission's applicable general orders. The rates shall include a usage charge covering the incremental fuel, water and marginal costs incurred by the Company in the supply of each unit of steam, and an annual base charge which is designed to cover the fixed costs of operating the system, the fixed amount of thermal losses, and the capital recovery and system restoration.

I. USAGE CHARGE.

- A. The Company shall charge a monthly usage charge for each one thousand pounds (Mlb) of steam consumed not to exceed to \$3.90.
- B. The Company may apply a reduction to the \$3.90 per Mlb usage charge to reflect its success in reducing operating costs and improving system efficiency. Any reduction to the usage charge shall be uniformly applied to all customers receiving steam service under the terms of this rate schedule.
- C. The usage charge shall be computed and billed monthly and be based on the consumption of steam by the customer in the prior month, as measured by the Company's meters, or estimated as set forth in the general rules and regulations.

\*Indicates new rate or text  
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115 GRAND AVENUE  
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ISSUED BY W. G. NEED, PRESIDENT

Cancelling P.S.C.MO. No. \_\_\_\_\_

Original SHEET No. \_\_\_\_\_

Revised SHEET No. \_\_\_\_\_

TRIGEN-KANSAS CITY DISTRICT  
ENERGY CORPORATIONFor KANSAS CITY, MISSOURI  
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## RATES FOR STEAM SERVICE

## II. BASE CHARGE.

- A. All customers who take steam for substantially 100% of their space heating needs and optionally for their air conditioning needs, shall pay a base charge, as determined below.
- B. The base period is defined as January, February, March, October, November and December. The base consumption is defined as the steam consumed during the base period. The base percentage shall be the sum of the base consumption during the base periods for calendar years 1986, 1987 and 1988 divided by the sum of the total usage for calendar years 1986, 1987 and 1988, except in those cases where the current percentage varies from the average by more than five percent (5%). In those cases, the current percentage of winter use shall be the base percentage. "Base Usage" shall be determined by multiplying the base percentage times the total usage for calendar year 1988.
- C. The annual base charge shall equal the dollars per Mlb of annual Base Usage determined by reference to the rate table below. The annual base charge as so determined shall be payable in twelve equal monthly installments (monthly base charge).

## ANNUAL BASE CHARGE SCHEDULE

First 500 Mlbs of Base Usage	\$11.75 per Mlbs
Next 1500 Mlbs of Base Usage	\$10.00 per Mlbs
Next 4000 Mlbs of Base Usage	\$9.75 per Mlbs
Base Usage greater than 6000 Mlbs	\$9.40 per Mlbs

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RATES FOR STEAM SERVICE

- D. New customers who do not have a record of use during the aforesaid years shall have their Base Usage estimated and mutually agreed upon prior to connection to the system, and shall be billed accordingly until they have completed an October through March period of connection to the Company during which the facility in question was at normal full occupancy. At the conclusion of this period, the Company shall review the actual consumption during the billing periods of October through March, adjust that consumption for both differences in the actual degree days and the average number of degree days experienced in the same periods in 1986-1988, adjust for any differences between the number of days in the Base Period and the number of days in the actual service period due to selection of meter reading dates, and shall then use this result as the annual base usage for future billings.
- E. Changes shall be made to the Base Usage in the event that usage in the most recent October through March period, after a degree day weather adjustment, varies by more than 15% from the 1988-1989 base usage amount, or from the initial usage amount as adjusted to actual experience, per Section II.
- F. Such changes shall become effective in the first billing period following their determination.

## III. MINIMUM CHARGE.

Regardless of Base Usage, there shall be a \$50 per month minimum base charge. The Company generally will install one meter, at its expense, to measure service to a customer's premises, but may elect to employ multiple meters. However,

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**TRIGEN-KANSAS CITY DISTRICT  
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**RATES FOR STEAM SERVICE**

if a customer requests installation of any meter(s) in addition to those determined to be appropriate by the Company, the aforesaid minimum monthly base charge shall apply to each such meter, regardless of actual consumption.

**IV. MODIFICATION OF RATES.**

These rates are effective from the initiation of service by the Company, on the date that it acquires the system from Kansas City Power and Light, and remain in effect until further notice.

**V. TAX ADJUSTMENT.**

There shall be added to the monthly bill of the customer, as separate items, a surcharge equal to the proportionate part of any license, occupation or other similar fee or tax applicable to steam service by the Company to the customer, which fee or tax is imposed upon the Company by taxing authorities on the basis of the gross receipts, net receipts or revenues from the steam sales by the Company.

**VI. GENERAL RULES AND REGULATIONS.**

All customers shall be subject to the General Rules and Regulations which are filed separately.

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**GENERAL RULES AND REGULATIONS****1. Definitions**

- .1 Building
- .2 Commission
- .3 Company
- .4 Customer
- .5 Customer's Installation
- .6 Meter Installation
- .7 Month
- .8 Person
- .9 Point of Delivery
- .10 Premises
- .11 Scope of Applicability
- .12 Service Agreement
- .13 Steam Service

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- .1 Application for Service
- .2 Provisions
- .3 Modifications
- .4 Minimum Mutual Loads
- .5 Unusual Loads
- .6 Temporary Steam Service
- .7 Credit Regulations
- .8 Customer Insolvency
- .9 Succession and Assignment
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- .2 Class of Service
- .3 Prior Indebtedness of Customer
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**GENERAL RULES AND REGULATIONS**

- .5 Access to Customer Premises
- .6 Delivery of Steam Service to Customer
- .7 Company Responsibility
- .8 Continuity of Service
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- .5 Dangerous, Disturbing or Improper Uses
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FORM NO. 13

P.S.C. MO. No. 2

(Original) SHEET No. 3  
(Revised)

Cancelling P.S.C. MO. No.

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**GENERAL RULES AND REGULATIONS**

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- 7. Choice and Application of Rate Schedules
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  - .3 Assistance by Company
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  - .1 Billing
  - .2 Payment of Bills
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- 9. Extension Policy
- 10. Steam Service Agreement

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GENERAL RULES AND REGULATIONS

TRIGEN-KANSAS CITY DISTRICT ENERGY CORPORATION

GENERAL RULES AND REGULATIONS

APPLYING TO STEAM SERVICE

Article 1. Definitions

The following terms, when used in these General Rules and Regulations, in rate schedules and in service agreements, shall, unless otherwise indicated therein, have the meanings given below.

1.1 **BUILDING.** A single structure which is unified in its entirety, both physically and in operation. Separate structures on the same tract of land, or separate structures on adjoining tracts of land (even though separated by a public or private way), may be considered as a building if such separate structures are physically joined by an enclosed and unobstructed passageway at, below or above ground level and both are occupied and used by the Customer for one single business enterprise.

1.2 **COMMISSION.** THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI or any successor thereof having jurisdiction on the subject matter hereof.

1.3 **COMPANY.** TRIGEN-KANSAS CITY DISTRICT ENERGY CORPORATION, any successor or assignee thereof acting through its duly authorized officers, agents or employees within the scope of their respective duties and authorities.

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GENERAL RULES AND REGULATIONS

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 meter installation) 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 entrance valve connects with the Customer's installation, unless otherwise specified in the Customer's service agreement.

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1.10 PREMISES. That separate walled portion of a single building undivided by any common area, or that separate portion of a single contiguous tract of land (including all improvements thereon) undivided by any way used by the public, which portion is owned, leased, occupied or managed by the Customer.

1.11 SCOPE OF APPLICABILITY. These rules and regulations and any steam service agreements hereunder shall be applicable only to steam service supplied from the Company's existing integrated steam transmission and distribution facilities and all completed extensions thereto (the "system facilities"), used or useful by the Company in supplying steam service to the public within the corporate limits, as now or hereafter established, of Kansas City, Missouri, provided, however, that these rules and regulations, in whole or in part, may be made applicable to negotiated agreements under special arrangements, as described in Rule 3.1 and 9, by specific reference in such agreements.

1.12 SERVICE AGREEMENT. The application, agreement or contract, express or implied, pursuant to which the Company supplies steam service to the Customer.

1.13 STEAM SERVICE. The availability of steam supplied by the Company at a point of delivery on or near the Customer's premises, at approximately the standard pressure and temperature for a class of service made available by the Company in that area, which source is adequate to meet the Customer's requirements as stated in the Customer's service agreement irrespective of whether or not the Customer makes use of such steam service.

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GENERAL RULES AND REGULATIONS

Article 2. Service Agreements

2.1 **APPLICATION FOR SERVICE.** A Customer applying for steam service shall, if requested by the Company, furnish sufficient information on the size and characteristics of the load and the location of the premises or building to be served and such additional information as to enable the Company to designate the class or classes of steam service it will supply to the Customer and the conditions under which they will be supplied. A separate application shall be made for steam service to a Customer at each premises or building of the Customer. With respect to applications for steam service to or within any multiple occupancy building or tract of land, the Company reserves the right to determine whether any one or more of such persons occupying separate premises therein or thereon shall be served as a separate Customer. At the Company's request, the Customer shall make available equipment specifications and plans of Customer's existing heat production and distribution systems to enable the Company to make a determination of compatibility between the systems of the Company and the Customer.

2.2 **PROVISIONS.** Steam service will be supplied to the Customer under the provisions of the Customer's service agreement which shall also include the provisions of (a) the Company's applicable rate schedule, rules and regulations in effect and on file with the Commission, and (b) the Commission's applicable general orders. The taking of steam service by a Customer will constitute acceptance of, and an agreement to be bound by, all such provisions. The Company may require all or any portion of the Customer's service agreement to be executed in writing on a form furnished by the Company.

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## GENERAL RULES AND REGULATIONS

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 MUTUAL LOADS. 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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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 240-13.030 (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 will accrue on any cash deposit held by the Company as and to the extent required by General Orders of the Commission or other applicable state law. Upon termination of steam service to a Customer, the Company shall refund to the Customer the amount of any such cash deposit (and interest, if any, thereon) remaining after the application of such deposit and interest to any 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 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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2.11 WAIVER. Waiver by the Company with respect to any default by a Customer in complying with the provisions of his service agreement shall not be deemed to be a waiver with respect to any other or subsequent default by such Customer.

Article 3. Supplying Steam Service

3.1 SUPPLYING OF STEAM SERVICE. Except as otherwise provided by Rule 9 hereof, steam service will be supplied by the Company under an available rate schedule at or below 185 psig and only at such premises or buildings as are adjacent to existing system facilities of the Company which are adequate and suitable, as to capacity, pressure, temperature and other characteristics, to supply steam service for the requirements of the Customer, unless special arrangements are made between the Customer and the Company. Upon application by the Customer, the Company may permit separate buildings or adjoining tracts of land owned or occupied by the Customer to be served by the Company through a single point of delivery.

3.2 CLASS OF SERVICE. All steam service will be supplied in the form and at pressures, temperatures and other characteristics as designated by the Company. The class or classes of steam service which will be designated by the Company will depend upon the location, size, type and other characteristics of the Customer's requirements.

3.3 PRIOR INDEBTEDNESS OF CUSTOMER. The Company shall not be required to supply steam service to a Customer if, at the time of application, such Customer is indebted to the Company (or any predecessor in

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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.

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, 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 service 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, one entrance valve 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, 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.** 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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maintenance, alterations, changes, replacement or emergency repairs of its steam facilities.

3.10 RESTORATION OF SERVICE. In all cases of interruption or suspension of service, the Company will make reasonable efforts to restore service without unnecessary delay. Labor disturbances affecting the Company or involving employees of the Company may be resolved by the Company at its sole discretion.

3.11 APPLICATION OF RATE SCHEDULE. Neither interruption or suspension of steam service by the Company shall relieve the Customer from charges provided for in the Customer's service agreement.

3.12 DISCONTINUANCE OF STEAM SERVICE. The Customer shall at all times observe and perform his obligations to the Company under his service agreement. The Company shall have the right to discontinue steam service to a Customer and remove its facilities or any portion thereof from the Customer's premises upon any default by the Customer of any provision thereof. The Company reserves the right, in addition to any and all other legal remedies, to refuse to reconnect steam service to any Customer disconnected hereunder until such default shall have been remedied by the Customer. Except in cases of (a) tampering in violation of Rule 4.10 hereof, (b) dangerous, disturbing or improper uses in violation of Rule 4.5, or (c) an order or directive of the Commission or other governmental agency or court requiring the discontinuance of service, the Company shall give to the Customer written notice of its intention to discontinue such steam service, which notice shall state the reason therefor and the date on or after which such discontinuance may be effected by the Company. Such notice shall be mailed to or served upon the Customer as

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may be provided for by general order of the Commission or other applicable state law.

3.13 RECONNECTION OF STEAM SERVICE. If steam service is discontinued for nonpayment by the Customer of any delinquent steam service bill, the Company shall not be required to reconnect steam service to the Customer until all such delinquent bills have been paid, the Customer shall have paid all reconnection costs, if any, and the Customer shall have complied with the credit regulations of the Company.

3.14 REFUSAL TO SERVE. The Company may refuse to supply or to continue supplying steam to any Customer who fails or refuses to comply with any provisions of any applicable law, general order of the Commission or rate schedule, rule or regulation of the Company in effect and on file with the Commission.

3.15 PROPERTY OF THE COMPANY. All facilities furnished and installed by the Company on the premises of the Customer for the supply of steam service to the Customer shall be and remain the exclusive property of the Company. All facilities on the premises of the Customer which are or become the property of the Company shall be operated and maintained by and, except as provided in Rule 6.1, at the expense of the Company, may be replaced by the Company at any time, and may be removed by the Company upon termination of the Customer's service agreement or upon discontinuance by the Company of steam service to the Customer for any reason.

3.16 LIABILITY OF COMPANY. The Company shall not be considered in default of its service agreement and shall not otherwise be liable on account of any failure by the Company to perform any obligation if prevented

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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.** Any and all pipes, radiators or appliances (except the Company's metering installation) required to control, regulate or utilize beyond the point of delivery the steam service supplied by the Company 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.** The Customer's 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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all portions thereof, are or will be suitable for operation at the temperature, pressure and other characteristics of the class of service to be supplied by the Company. If the Company recommends any changes in the Customer's installation or internal building thermal distribution system believed to be necessary for said system to interact acceptably and efficiently with the Company's point of delivery equipment, the Customer shall either make such changes at its expense, or shall assume full responsibility for any damages to its system which are caused by the Company's normal system operation.

4.4 STANDARDS AND APPROVALS. The Customer's installation must conform with (a) all applicable laws, (b) the requirements of all governmental authorities having jurisdiction, (c) these Rules and Regulations, and (d) other reasonable requirements of the Company. All required approvals of the Customer's installation must be obtained by the Customer before the Company shall be obligated to commence or continue supplying steam service to the Customer.

4.5 DANGEROUS, DISTURBING OR IMPROPER USES. The Customer shall use the steam service supplied by the Company with due regard to the effect of such use on the Company's steam service to its other Customers and on the facilities and equipment of the Company. The Customer shall maintain his steam installation so as to prevent the loss of steam or condensate. The Company may refuse to supply steam service or may suspend steam service to a Customer, without notice, if the Customer's installation is in an unsafe, dangerous or unsound condition, or is so designed or operated as to disturb the steam service supplied by the Company to other Customers. Any experimental or unusual steam devices are

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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 EXTENSION.** 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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premises for the purpose of supplying adjacent or nearby buildings or premises with steam service. The Company shall have the right of full and free ingress and egress to all of its steam facilities. After any such facilities have been located on the premises of the Customer, the cost of any subsequent change in the location thereof, made at the request of the Customer, shall be paid for by the Customer if required by the Company.

**4.9 PROTECTION OF COMPANY'S PROPERTY.** The Customer at all times shall protect the property of the Company on the premises of the Customer and shall permit no person other than the employees and agents of the Company and other persons authorized by law to inspect, work on, open or otherwise handle the valves, meters or other facilities of the Company. In case of loss or damage to the property of the Company on account of any carelessness, neglect or misuse by the Customer, or his agents, servants or employees, the Customer shall, at the request of the Company, pay to the Company the cost of any necessary repairs or replacements of such facilities or the value of such facilities.

**4.10 TAMPERING WITH COMPANY OR CUSTOMER FACILITIES.** 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 or the Customer's facilities has been tampered with in such manner that the Customer may have received unmetered service.

**4.11 UNMETERED SERVICE.** The Company may require the Customer to pay for steam service as the Company may estimate from available information, to have been used but not registered by the Company's meter for any reason

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whatsoever, and to increase the amount of his cash deposit or indemnity bond or other credit arrangement before steam service is restored.

**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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of such premises, as the Customer of the Company, under applicable rate schedule, and the Customer may, by redistribution, furnish steam service to his tenants in such premises on a rent inclusion basis only; i.e., as an incident of the tenancy and without a specified or separate charge for the steam service so furnished by the Customer to his tenant, or a variable rental on account thereof.

**5.3 RESALE.** "Resale" shall mean the furnishing of steam service by a Customer to the occupant of separate premises, within any multiple occupancy building or tract of land, which is owned, leased or otherwise controlled by the Customer, under any arrangement whereby the Customer makes a specific or separate charge, either in whole or in part, for the steam service so furnished. Resale shall not be permitted without the prior written consent of the Company, which consent shall not be granted unless redistribution pursuant to Rule 5.2 hereof shall, in the sole discretion of the Company, be deemed impractical. Upon application and if consent is granted as herein specified, the Company will supply steam service to the Customer, under an applicable rate schedule, and the Customer may resell steam service to such occupants at a rate not to exceed the average rate paid by the Customer to the Company for all steam furnished to the Customer, provided that (i) such resale shall take place on the Customer's side of the Company's point of delivery, and (ii) the Customer shall assume responsibility for, and indemnify the Company with respect to, any additional expense incident to such resale and any taxes or other governmental charges arising from or in connection therewith.

**5.4 SUBMETERING.** Any submetering of steam or condensate in connection with Redistribution or Resale

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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 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 the 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 Due to Missing or Defective Meter.** In the event of delayed or waived meter installation or when installed meters fail to register, the quantity delivered during the period in question shall be estimated by the Company based, at the Company's election, 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 customers' 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 for service during said period on this estimated amount. All billings based upon estimated usage shall indicate the method of estimation employed and shall set forth in reasonable detail the calculation of the amounts billed.

**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 a Base Usage (as defined in Rate Schedule dated \_\_\_\_\_, 1989) greater than 10,000 Mlbs per year 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

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performing such special test, if the meter is found to be accurate (i.e., within the meter manufacturer's variance specifications). If any test establishes that a meter is not accurately performing in accordance with such specifications, the Company, at its expense, shall cause the required calibration, repair or replacement to restore meter accuracy, and shall make an appropriate readjustment in the affected Customer's billing, measured from the date it is determined in good faith that the inaccuracy began. If such a determination cannot be made, the billing adjustment shall be made for one-half of the period between the date of the last prior successful meter test and the date of the current test disclosing the inaccuracy, provided, however, that, except in cases of meter tampering, such adjustment period shall in no event exceed six months.

**6.7 EVIDENCE OF CONSUMPTION.** Except as otherwise provided herein with respect to tampering and defective meters, the registration of the Company's meters will be accepted and received at all times and places as prima facie evidence of the amount of steam taken by the Customer.

**6.8 BILLING ADJUSTMENTS.** Any bill which is improper due to the escape of condensate before it is registered by the meter, the metering of noncondensate water or similar malfunctions of the Customer's installation shall be subject to adjustment for the entire period during which the particular malfunction existed, not to exceed sixty (60) months. If the Company shall reasonably determine that a Customer has routed any condensate to a sewer line or has otherwise diverted condensate to secure unmetered service, then, in addition to the other actions authorized under this Rule 6.8 and Rules 4.10 and 4.11, the Company may install a steam

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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 available for the class of steam service to be supplied by the Company, the choice 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.** A 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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7.4 **CHANGE OF RATE SCHEDULES.** After a Customer has selected an applicable rate schedule under which he elects to take steam service from the Company, he will not have the right to change his selection of his applicable rate schedule available for that class of steam service until the end of the minimum initial term. However, the Company may permit the Customer to terminate his existing service agreement during such initial term and enter into a new service agreement under a different applicable rate for that class of service if the Customer's steam requirements prove to be different from those originally estimated or if there is a change in the character or condition of the Customer's steam requirements and such change is based upon permanent rather than temporary or seasonal conditions.

**Article 8. Billing and Payment**

8.1 **BILLING.** Normally, the Company will read the Customer's meter monthly and bills based on such monthly readings will be rendered at intervals of approximately one month. If bills are rendered more frequently than monthly, the total of such bills for any one month shall not exceed the amount of a monthly bill calculated under the applicable rate schedule.

8.2 **PAYMENT OF BILLS.** A bill for steam service supplied by the Company shall, upon rendition (by mailing or serving), become due and payable in the net amount thereof.

8.2.1 Any unpaid bill, with the exception of those identified in 8.2.3 below, shall become delinquent on the tenth (10th) day after rendition and the Company may add an administrative late charge equal to five percent (5%) of the first \$50.00 and one percent (1%) on

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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 Supplement 1988 and 34.055, RSMo Supplement 1988, 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 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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**8.4 MAILING BILLS.** Normally bills will be sent by mail; however, the non-receipt of a bill by a Customer shall not release or diminish the obligations of the Customer with respect to the full payment thereof, including penalties and interest. Except as otherwise provided by statute or applicable general order of the Commission, the Customer shall be responsible for providing the Company with its proper mailing address (for billing and notice purposes) and informing the Company of any changes or necessary corrections thereto; service of bills and notices to the Customer shall be deemed effective if mailed to the most recent billing address on file with the Company.

**Article 9. Extension Policy**

The Company may at its option and in its discretion supply steam service at buildings or premises not adjacent to any of its existing system facilities, as described in Rule 3.1, in accordance with the following extension policy:

Each application to the Company for steam service to any building or premises requiring extension of the Company's existing system facilities will be studied by the Company, as received, in order that the Company may determine, with regard to such extension, the amount of investment warranted, and the term of service agreement to be required by the Company. In making such determination, full consideration will be given to the requirements and characteristics of the Customer's load, and the estimated annual revenue to the Company from the Customer. In the absence of special arrangements between the

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Name of Issuing Corporation

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

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ (the "Customer"), and TRIGEN-KANSAS CITY DISTRICT 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

\*Indicates new rate or text

†Indicates change

DATE OF ISSUE 02 07 90  
month day year

DATE EFFECTIVE \_\_\_\_\_  
month day year

ISSUED BY W. G. WEED, PRESIDENT  
name of officer

115 GRAND AVENUE  
KANSAS CITY, MO 64106  
title address

TRIGEN-KANSAS CITY DISTRICT  
ENERGY CORPORATION

For KANSAS CITY, MISSOURI  
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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 \_\_\_\_\_, 19\_\_\_\_, 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 provided for herein, 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.

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Cancelling P.S.C.MO. No. \_\_\_\_\_

(Original) SHEET No. \_\_\_\_\_  
(Revised)

TRIGEN-KANSAS CITY DISTRICT  
ENERGY CORPORATION

For KANSAS CITY, MISSOURI  
Community, Town or City

Name of Issuing Corporation

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 DISTRICT ENERGY CORPORATION

By: \_\_\_\_\_

Approved:  
\_\_\_\_\_

Customer

By: \_\_\_\_\_  
Title

Mail bill to:  
\_\_\_\_\_

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