

KCP&L Greater Missouri Operations Company

Schedule of Rates For Steam

APPLYING TO THE FOLLOWING TERRITORY

St. Joseph, Missouri and Environs

DATE OF ISSUE:
ISSUED BY:

November 3, 2008
Chris Giles, Vice President Regulatory Affairs

EFFECTIVE DATE: December 3, 2008

FILED
Missouri Public
Service Commission
HN-2009-0165; JH-2009-0313

Should be 1st Revised Sheet 0.1
Cancels Original 0.1

KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

FOR: St. Joseph, Missouri and Environs

ADOPTION NOTICE
STEAM

On July 14, 2008, the transaction authorized by the Missouri Public Service Commission ("Commission") Report and Order dated July 1, 2008, in Case No. EM-2007-0374 closed. As a result, a wholly-owned subsidiary of Great Plains Energy Incorporated ("Great Plains Energy"), a Missouri corporation, was merged with and into Aquila, Inc. ("Aquila"), a Delaware corporation. Aquila was the surviving corporation. Once authorized by the Commission to do so, Aquila began doing business as KCP&L Greater Missouri Operations Company. Since that time, Aquila changed its name to KCP&L Greater Missouri Operations Company in accordance with §253 of the Delaware General Corporation Law. The company will continue doing business as KCP&L Greater Missouri Operations Company.

KCP&L Greater Missouri Operations Company hereby adopts, ratifies and makes its own in every respect, as if the same had been originally filed by it, all tariffs, schedules, and rules and regulations of Aquila, Inc. dba KCP&L Greater Missouri Operations Company filed with and approved by the Commission before the effective date of this tariff. KCP&L Greater Missouri Operations Company will operate in the area formally served by Aquila, Inc. dba Aquila Networks – L&P using the name KCP&L Greater Missouri Operations Company.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st
 Canceling P.S.C. MO. No. 1

Revised Sheet No. 1
 Original Sheet No. 1

Aquila, Inc., dba
AQUILA NETWORKS
KANSAS CITY, MO 64138

For St. Joseph, MO & Environs

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Company provides steam service for heating and processing in the vicinity of Lake Road generating station in the City of St. Joseph, Missouri.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st
Canceling P.S.C. MO. No. 1

Revised Sheet No. 2
Original Sheet No. 2

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KANSAS CITY, MO 64138

For St. Joseph, MO & Environs

STEAM SERVICE
STEAM

AVAILABILITY

Available for firm service from the Company's facilities to customers located in the vicinity of Lake Road Generating Station who shall contract to use this service for continuous periods of not less than two (2) years.

BASE RATE, MO981 Net two parts

- 1. Reserved Capacity Charge:
For all BTU of Reserved Capacity, per month, per million BTU \$404.30

Plus

- 2. Energy Charge per million BTU:
For the first 300 million BTU's per million BTU's of reserved capacity \$5.8768
For all over 300 million BTU's per million BTU's of reserved capacity \$4.7762

QUARTERLY COST ADJUSTMENT

The Energy Charge is subject to the Quarterly Cost Adjustment Rider.

LICENSE, OCCUPATION, FRANCHISE OR OTHER SIMILAR CHARGES OR TAXES

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

DETERMINATION OF RESERVED CAPACITY

The Reserved Capacity shall be the actual demand for the billing period but not less than eighty-percent (80%) of the highest actual demand established in the previous eleven (11) months, and in no case less than three (3) million BTU's per hour.

SPECIAL RULES

The pressure, temperature and heat content of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 3
Canceling P.S.C. MO. No. 1 Original Sheet No. 3

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STANDBY OR SUPPLEMENTARY SERVICE
STEAM

AVAILABILITY

Available for steam service to any customer who shall contract for a minimum monthly Reserved Capacity of three (3) mmBtu for a period of sixty (60) consecutive months, where the customer desires service as standby or supplementary to service provided by the customer's own facilities.

BASE RATE

Demand Charge per mmBtu

For each million Btu's of Reserved Capacity per month..... \$751.71

Fixed Energy Charge per mmBtu

For each million Btu's per month \$1.4974

Energy Fuel Charge per mmBtu

The energy fuel charge shall be determined based on the incremental cost of fuel for the period of actual energy usage.

Rental Charge per month

The Company and customer shall enter into a steam equipment rental contract and the customer shall agree to pay to the Company, in addition to his bill for service, a monthly rental charge therefor equal to one and three-fourths percent of the Company's total investment in all steam equipment solely dedicated to providing steam service to the customer.

QUARTERLY COST ADJUSTMENT

The Energy Charge is subject to the Quarterly Cost Adjustment Rider.

MINIMUM

The minimum monthly bill shall be the Demand Charge plus the Rental Charge.

LICENSE, OCCUPATION, FRANCHISE OR OTHER SIMILAR CHARGES OR TAXES

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

DETERMINATION OF RESERVED CAPACITY

The customer shall subscribe to a prespecified demand level that shall be used in the calculation of the demand charge. In no case shall the specified reserved capacity be less than three (3) million BTUs per hour. The Company agrees to deliver, upon a minimum of six (6) hours notification, a demand level equal to, or less than, the subscribed demand level. If the customer requests and the Company delivers a demand greater than the subscribed level, the new actual demand delivered shall be used to calculate the monthly demand charge in the subsequent twenty-four (24) month period. At the end of the twenty-four (24) month period, if no higher demand has been delivered, the customer may again subscribe to a lower demand level. Delivery of a demand level that is higher than the subscribed level is subject to the Company's approval and the system conditions at the time of request. The Company does not assure delivery above the subscribed level.

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P.S.C. MO. No. 1 1st Revised Sheet No. 4
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STANDBY OR SUPPLEMENTARY SERVICE (Continued) STEAM

SPECIAL RULES

The pressure, temperature and heat content of all service under this schedule shall be only as specified by the Company.

Service under this schedule shall be self-renewing for an additional period of sixty months, unless written notice of intention to discontinue is given two years before the end of the existing contract period.

New or existing customers that request to be placed on this rate schedule must enter into a Steam Equipment Rental Agreement prior to receiving service under this schedule.

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P.S.C. MO. No. 1 1st
Canceling P.S.C. MO. No. 1

Revised Sheet No. 5
Original Sheet No. 5

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For St. Joseph, MO & Environs

CONTRACT SERVICE
STEAM

AVAILABILITY, MO982

Company may, in those instances in which it faces competition from an alternate supplier of industrial steam service or the possibility of self-generation of industrial steam by a customer, enter into a special rate contract(s) with the customer on such terms and conditions as may be agreed upon by Company and the customer which, in Company 's sole discretion, are deemed necessary to continue to maintain services to an existing customer, to reestablish service to a previous customer or to acquire new customers.

All such contracts shall be furnished to the Commission Staff and to the Office of the Public Counsel and shall be subject to the Commission's jurisdiction.

Unless otherwise specified or modified in the contract between the customer and Company, such service shall be subject to all other applicable Company rules, regulations, tariffs and General Terms and Conditions of Service applicable to industrial steam service on file with and approved by the Commission and as the same may be changed lawfully from time to time. The rates provided by any such contract shall not, however, exceed the tariffed rate which would otherwise be applicable nor be less than \$4.8943 per mmBtu. Any such contract shall not bind the Commission for ratemaking purposes.

QUARTERLY COST ADJUSTMENT

The Energy Charge of any contract under this tariff is subject to the Quarterly Cost Adjustment Rider.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 6
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For St. Joseph, MO & Environs

AG PROCESSING SPECIAL CONTRACT
STEAM

AVAILABILITY

In Case No. ER-2004-0034, the lead case consolidated with Case No. HR-2004-0024, the Missouri Public Service Commission approved a special contract with Ag Processing, Inc., which is on file with the Commission as Appendix C to the Unanimous Stipulation And Agreement approved to become effective on the original effective date of this schedule. In Case No. HR-2005-0450, the Missouri Public Service Commission amended the special contract with Ag Processing, Inc., as shown in the stipulation and agreement approved to become effective on the effective date of the first revised version of this schedule.

Issued: February 28, 2006
Issued by: Gary Clemens, Regulatory Services

Effective: ~~March 30, 2006~~
March 6, 2006

Filed
Missouri Public
Service Commission
HR-2005-0450

**Aquila, Inc., dba
AQUILA NETWORKS
KANSAS CITY, MO 64138**

For St. Joseph, MO & Environs

QUARTERLY COST ADJUSTMENT RIDER
STEAMAVAILABILITY

This Quarterly Cost Adjustment (QCA) Rider applies to all sales of steam service provided under all steam rate schedules and contracts.

The Company will file rate adjustments quarterly to reflect eighty percent (80%) of the change in the actual fuel costs above or below a base amount of \$3.0050 per million BTU. The sum of the Current Quarterly Cost Adjustment (CQCA), plus the three (3) preceding CQCAs, plus reconciling adjustments, if any, plus the Reconciliation Rate will be billed in addition to all other charges under applicable tariff provisions.

CALCULATIONS

Current Quarterly Cost Adjustment (CQCA):

The CQCA is the rate adjustment component designed to reflect the customer share of the variation in fuel cost for the most recent quarter. In the computation of the CQCA the numerator is the portion of fuel costs to be collected or refunded based on costs incurred for the previous quarter. The denominator is the number of annual billing units used to compute the rate component.

CQCA = Customer Share of Fuel Cost Variation for the Preceding Quarter divided by Annual Billing Determinants

$$\text{Or, CQCA} = \frac{[\text{AM} \times (\text{FCPM}_{\text{pq}} - \text{FCPM}_{\text{b}})] \times \text{BD}_{\text{pq}}}{\text{BD}_{\text{p12}} + \text{BDA}_{\text{f12}}}$$

Or, using spreadsheet software math conventions, except substituting variables for cell references:

$$\text{CQCA} = \frac{((\text{AM} * (\text{FCPM}_{\text{pq}} - \text{FCPM}_{\text{b}})) * \text{BD}_{\text{pq}}) / \text{IF} (\text{OR} (\text{BD}_{\text{pq}} > \text{BD}_{\text{pq-4}} * 1.05, \text{BD}_{\text{pq}} < \text{BD}_{\text{pq-4}} * .95), \text{BD}_{\text{p12}} + \text{BDA}_{\text{f12}}, \text{BD}_{\text{p12}})}$$

Where:

CQCA= Current Quarterly Cost Adjustment

AM= Alignment Mechanism = 80%

FCPM_{pq}= Fuel Cost per million BTU for the preceding quarter

FCPM_b= Base Fuel Cost per million BTU = \$3.0050

BD_{pq}= Billing Determinants (million BTU delivered to retail customers) for the preceding quarter

BD_{pq-4} = Billing Determinants for the corresponding quarter one (1) year prior to the preceding quarter

BD_{p12}= Billing Determinants for the preceding year

BDA_{f12}= Billing Determinants Adjustment for the following year; provided, however, that this term shall be zero (0) unless BD_{pq} varies by more than five percent (5%) up or down from BD_{pq-4} and Company determines that an adjustment is appropriate.

Note: Billing determinants shall reflect usage corresponding to the period of fuel cost computations, regardless of the "billing" or "revenue month" in which such usage is billed.

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For St. Joseph, MO & Environs

QUARTERLY COST ADJUSTMENT RIDER (Continued)
STEAM

Reconciling Adjustments and the Reconciliation Rate:

At the end of the twelve (12) months of collection of each CQCA, the over- or under-collection of the intended revenues (the numerator of the CQCA) will be applied to customers' bills thru a Reconciliation Rate. The Company shall use a collection/refund/credit amortization period of twelve (12) months, provided that an amortization period of twenty-four (24) months may be used, if needed in the Company's discretion, to minimize any extraordinary increases in energy charges. Other fuel cost refunds, or credits related to the operation of this rider may also flow through this reconciliation process, as ordered by the Commission. The Reconciliation Rate shall be calculated similarly to the CQCA, except that the amount shall not be multiplied by the Alignment Mechanism again. Any remaining over- or under-collection from the Reconciliation Rate shall be applied to the next Reconciliation Rate.

DETAILS

1. The cost of fuel will be the amounts expensed in account 501. The amounts expensed will continue to be based on the cost definitions currently used for the inclusion of costs in these accounts and on the currently used cost allocation methods, as explained in some additional detail: the cost of gas will include the cost of physical gas deliveries and financial instruments associated with gas delivered in the quarterly period. The cost of coal expenses to account 501 will continue to reflect the average cost of coal inventory and the cost allocation method(s) including but not limited to the following:

The fuel allocation is performed on a daily basis as is done in actual operations at the Lake Road Generating Station. Fuel expense is allocated based on the following equations:

$$F_S = [S / (E + S)] \times F$$

$$F_E = F - F_S$$

Where,

F is total 900-PSI boiler fuel

F_S is 900-PSI boiler fuel allocated to industrial steam salesF_E is 900-PSI boiler fuel allocated to the electric turbines

S is industrial steam sales steam mmBtu from boilers

E is 900-PSI electric turbine steam mmBtu from boilers

The remaining fuel not allocated to the industrial steam sales system in the first equation is allocated to the electric system as shown in the second equation. Because the variable "F" shown above includes fuel burned for Lake Road plant auxiliary steam, fuel consumed for that purpose is properly allocated between the electric and industrial steam sales systems.

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For St. Joseph, MO & Environs

QUARTERLY COST ADJUSTMENT RIDER (Continued) STEAM
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2. There shall be defined minimum amounts of coal generation. The BTUs from coal, for the purposes of the Quarterly Cost Adjustment mechanism shall be the actual BTUs for the computation period, provided however, that in any period of computation for a rate adjustment, the BTU attributed to coal shall not be less than 495,695 million for the most recent three (3) months, shall not be less than 1,052,814 million for the most recent six (6) months, shall not be less than 1,617,803 million for the most recent nine (9) months, and shall not be less than 2,184,104 million for the most recent twelve (12) months. If coal generation falls below any defined minimum amount, additional coal generation will be imputed for the computation period up to the defined minimum that produces the largest adjustment and the amount of gas fired generation for the computation period will be reduced for the purposes of the Quarterly Cost Adjustment by a like amount. The cost attributed to any coal BTU imputed as a result of this coal performance standard shall be either the cost used for BTU burned during the period that is the basis for the adjustment (the 3, 6, 9, or 12 month standard) or the cost from the most recent quarter in which coal was burned, whichever is less. The gas cost associated with any reduction in gas BTU occasioned by any coal imputation will be the average gas cost per BTU for the time period that is used to price any imputed coal usage. Aquila agrees that it will not seek an accounting authority order for fuel costs incurred, but not recovered, due to operation of this minimum coal provision.

3. Aquila will make quarterly rate filings with the Commission to adjust the Quarterly Cost Adjustment Rider. Each quarterly rate adjustment will include the fuel costs from the preceding quarter. The Current Quarterly Cost Adjustment factors will be calculated by dividing the fuel costs by the preceding twelve (12) month billing determinants; provided, however, that in the event that steam BTU billing units in a computation period increase or decrease by more than five percent (5%) compared to the corresponding period one year earlier Company may make an adjustment to the historic billing determinants for use in the denominator of the Current Quarterly Cost Adjustment rate computation. Each Quarterly Cost Adjustment will remain in effect for twelve (12) months.

4. There are provisions for prudence reviews and the true-up of revenues collected with costs intended for collection. The reconciliation account shall track, adjust and return true-up amounts and any prudence amounts not otherwise refunded. Fuel costs collected in rates will be refundable based on true-up results and findings in regard to prudence. Adjustments, if any, necessary by Commission order pursuant to any prudence review shall also be placed in the reconciliation account for collection unless a separate refund is ordered by the Commission. A reconciliation rate shall be established at a level designed to bring the reconciliation account to zero over a period of not less than twelve (12) months, provided that an amortization period of twenty-four (24) months may be used, if needed in the Company's discretion, to minimize any extraordinary increases in energy charges. Other fuel cost refunds, or credits related to the operation of this rider may also flow through this reconciliation process, as ordered by the Commission. The Reconciliation Rate shall be calculated similarly to the CQCA, except that the amount shall not be multiplied by the Alignment Mechanism again. Any remaining over- or under-collection from the Reconciliation Rate shall be applied to the next Reconciliation Rate.

5. The quarterly rate adjustments will not include carrying costs related to the timing of fuel cost recovery.

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For St. Joseph, MO & Environs

QUARTERLY COST ADJUSTMENT RIDER (Continued) STEAM
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6. In consideration of the sharing provision of this Rider, and the intent to rely on an alignment of customer and Company interests in efficient operations, a two (2) step approach to the review of prudence review will be followed. In Step One, Commission Staff will review to ascertain:

- 6.1. that the concept of aligning of Company and customer interests is working as intended;
and,
6.2. that no significant level of imprudent costs is apparent.

7. This review may be entirely a part of surveillance activity. Customers will be given timely notice of the results of the Step One review no later than 75 days after the end of each year. In consideration of Step One results, the Staff may proceed with Step Two, a full prudence review, if deemed necessary. A full prudence review, if pursued, shall be complete no later than 225 days after the end of each year. Such full prudence review shall be conducted no more often than once every twelve (12) months and shall concern the prior twelve (12) month period or calendar year only, provided however that the full prudence review addressing the first partial year, if pursued, will be included with a full prudence review of the first full calendar year of operation of this rate mechanism.

8. Any customer or group of customers may make application to initiate a complaint for the purpose of pursuing a prudence review by use of the existing complaint process. The application for the complaint and the complaint proceeding will not be prejudiced by the absence of a full (Step Two) prudence review by Staff.

9. Pursuant to any prudence review of fuel costs, whether by the Staff process or the complaint process, there will be no rate adjustment unless the resulting prudence adjustment amount exceeds 10% of the total of the fuel costs incurred in an annual review period.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1
Canceling P.S.C. MO. No. 111th
10thRevised Sheet No. 6.5
Revised Sheet No. 6.5KCP&L GREATER MISSOURI OPERATIONS COMPANY
KANSAS CITY, MO 64141

For St. Joseph, MO & Environs

QUARTERLY COST ADJUSTMENT RIDER (Continued)
STEAMRATE:

Current Quarterly Cost Adjustment Table:

<u>Period</u>	<u>First Effective Date</u>	<u>Last Effective Date</u>	<u>CQCA (by Quarter)</u>
2008 Q4	3/1/2009	2/28/2010	(\$0.0083)
2008 Q3	12/1/2008	11/30/2009	(\$0.0125)
2008 Q2	9/1/2008	8/31/2009	\$0.0686
2008 Q1	6/1/2008	5/31/2009	\$0.5579
2007 Q4	3/1/2008	2/28/2009	\$0.4030
2007 Q3	12/1/2007	11/30/2008	\$0.2005
2007 Q2	9/1/2007	8/31/2008	\$0.1000

Reconciliation Table:

<u>Period</u>	<u>First Effective Date</u>	<u>Months</u>	<u>Last Effective Date</u>	<u>Monthly Recon (by Quarter)</u>
2008 Q4	03/1/2009	12	2/28/2010	(\$0.0185)
2008 Q3	12/1/2008	12	11/30/2009	(\$0.0115)
2008 Q2	9/1/2008	12	8/31/2009	(\$0.0199)
2008 Q1	6/1/2008	12	5/31/2009	(\$0.0198)
2007 Q4	3/1/2008	12	2/28/2009	\$0.0037
2007 Q3	12/1/2007	12	11/30/2008	\$0.0003
2007 Q2				
2007 Q1				

Quarterly Cost Adjustment Table:

<u>Period</u>	<u>First Effective Date</u>	<u>Last Effective Date</u>	<u>Monthly QCA</u>
2008 Q4	03/1/2009	2/28/2010	\$0.5360
2008 Q3	12/1/2008	2/28/2009	\$0.9695
2008 Q2	9/1/2008	11/30/2008	\$1.1943
2008 Q1	6/1/2008	8/31/2008	\$1.2456
2007 Q4	3/1/2008	5/31/2008	\$0.9027
2007 Q3	12/1/2007	2/29/2008	\$0.7512
2007 Q2	9/1/2007	11/30/2007	\$0.4580
2007 Q1	6/1/2007	8/31/2007	\$0.3655
2006 Q4	3/1/2007	5/31/2007	\$0.1702
2006 Q3	12/1/2006	2/28/2007	(\$0.0850)
2006 Q2	9/1/2006	11/30/2006	\$0.0074

Credits are shown in parentheses, e.g. (\$.05).

Issued: January 15, 2009

Issued by: Tim Rush, Director - Regulatory Affairs

Effective: March 1, 2009

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Aquila, Inc., dba
AQUILA NETWORKS
KANSAS CITY, MO 64138

For St. Joseph, MO & Environs

RULES AND REGULATIONS STEAM
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1. Customer Defined

A Customer shall be defined to mean one class of service furnished to one individual, cohabitant, family, partnership, firm or corporation, at a single address or location.

2. Service

Upon the execution of an application for steam service and compliance with the rules and regulations of the Company, service will be supplied to the Customer at the rate on file with the Public Service Commission of Missouri for the particular service for which application is made.

3. Security

The Company may require from any Customer or prospective Customer a cash deposit intended to guarantee payment of current bills. Such required deposit shall not exceed in amount one-sixth (1/6) of the estimated annual bill of such Customer. If Customer fails to pay any bills, Company may apply customer's deposit in liquidation. The customer deposit interest during the calendar year will be simple interest of one percentage point (1.0%) above the prime rate published in the *Wall Street Journal* on the first business day in December of the prior year and will be paid by the Company upon return of deposit or annually upon request of Customer.

4. New Meter Installation

The Company shall install, own and maintain a suitable meter(s) to measure the energy sold to the Customer.

The meter(s) will normally be placed at or adjacent to the Customer's property line as designated by the Company. If the Company determines that such a location is not possible or practical, the Company and Customer shall determine a mutually agreeable alternate location. In every case, the location of the new meter(s) and the associated responsibilities for the ownership and maintenance of the related steam lines shall be specified in a written agreement between the Customer and the Company. If the meter(s) is to be located on the Customer's property, the Customer shall provide and maintain, without cost to the Company, sufficient and proper space for the installation and maintenance of said meter(s).

5. Relocation of An Existing Meter

If a Customer requests that an existing meter be relocated, the Company will move the meter if it determines the new location to be appropriate. A charge will be rendered to the Customer for all costs associated with the relocation. Any such charge shall conform to the steam rules and regulations that specify charges for line extensions. If the Customer's proposed new location is not considered to be appropriate by the Company, the move will not be made.

The Company retains the right to move existing meters when it determines it appropriate, and the cost of the meter relocation will be paid by the Company.

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RULES AND REGULATIONS STEAM

6. Access for Company's Employees

Authorized employees of the Company may at all reasonable times have access to premises of Customer to measure service or to inspect connections, equipment, and apparatus of Company and Customer, and to change or repair Company's property.

7. Right-of-Way

The Customer agrees to provide with no charge or rental therefor to the Company the necessary right-of-way for the premises with the right of ingress, egress and all appurtenances.

8. Continuity of Service

The Company shall use reasonable diligence to provide service as required under the appropriate rate schedule, but does not guarantee a constant supply of steam. Company may suspend service for necessary inspection, alteration or repair, or whenever public health and safety may be impaired by the flow of steam in the line. Interruption of service, however, shall not relieve customer from any charges for service actually rendered.

9. Non-Payment

If any bill rendered by the Company is not paid within thirty (30) days after the date thereof, the Company may discontinue service in accordance with appropriate notice, which is defined as at least two (2) business days prior to disconnection. In case of loss of, or failure to receive a bill, the Company shall, upon request by the customer, make a duplicate thereof.

10. Interference

If any connection or device is found on the premises of customer which prevents the meter from registering the total steam used or to be used, the Company shall have the right to discontinue its service and terminate the contract for service without notice.

11. Disconnection of Service

The Company reserves the right to disconnect or limit service supplied to an existing customer or refuse service to new customers for any of the following reasons:

- a) Failure to pay for service provided by the Company according to the Rules and Regulations continued herein.
- b) Failure to post a security deposit if required by the Company.
- c) Failure to comply with the terms and conditions of a settlement agreement.
- d) Refusal to grant access to Company-owned equipment at reasonable times.
- e) Misrepresentation of identity for the purpose of obtaining service.

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RULES AND REGULATIONS STEAM

11. Disconnection of Service (Continued)

- f) Violation of any of the Company Rules and Regulations on file with the Missouri Public Service Commission.
- g) The customer's installation presents a hazardous or dangerous situation to life and/or property.
- h) Interference with or prevention of the Company meter from registering the total energy.

Upon the customer's request, the Company will restore service when the following conditions have been met:

- a) When the cause for the discontinuance has been eliminated.
- b) Applicable restoration charges have been paid.
- c) Satisfactory credit arrangements have been made.

The Company will make a reasonable effort to reconnect the customer the same day the above conditions have been met.

The Company reserves the right to charge the customer for reconnection of normal service. These charges shall be based upon the actual cost and included in the customer's bill.

12. Indemnity to Company

The Company shall not be required to assume any responsibility to inspect, test, or maintain any pipe or equipment beyond the service valve. The customer shall hold the Company harmless and indemnify it against any claims for damages to person or property arising beyond the service valve.

13. Resale of Steam

The steam service supplied to a customer is for the sole use of said customer and shall not be furnished or sold to any other firm, corporation or person, and no other firm, corporation or person shall be permitted to use the same without the written consent of the Company.

14. Meter Failure

Any Company steam meter that records the Customer's usage within three percent of actual usage will be considered suitably accurate for billing purposes. If, due to routine maintenance or customer notification the meter is found to have excessive error, the Company will correct the meter and adjust the customer's bill. The over or under recorded energy will be calculated for no more than the preceding 12 months. This energy will then be billed at the rates that existed at that time. The metering error revenue will be debited or credited to the customer's account. If there is a credit to be made to the customer, it will be made in total the next billing period. If the customer's account is debited, the customer may extend the payments over the same length of time the meter error occurred. In no case will this payment period exceed 12 months.

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15. Billing of License, Occupation, Franchise or Other Similar Charges or Taxes

There shall be added to the customer's bill, when applicable, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by local taxing authorities, whether imposed by ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, revenues from sales of steam service or other service rendered by the Company to the customer.

Charges or taxes herein referred to shall in all instances be billed to customers on the basis of Company rates effective at the time of billing, and on the basis of the tax rate effective at the time billing is made.

16. Late Payment Charge

There shall be a late payment charge of a simple 0.50% per month of the original net amount due on the delinquent bill. The time interval between billings shall not be less than 25 days.

17. Line Extensions

Whenever an extension of the Company's distribution system is necessary in order that an applicant may receive service, the Company shall furnish and install the required extension to the applicant, except as hereinafter described.

Rights-of-way and easements required from the applicant or applicants, satisfactory to the utility, must be furnished in reasonable time to meet construction and service requirements and before the utility shall be required to commence its installation. In the case of underground distribution, such rights-of-way and easements must, by applicant or applicants, at no charge to the utility, be cleared of trees, tree stumps and other obstructions and graded to within six inches of final grade. Such clearance and grading must be maintained by the applicant or applicants during construction by the utility.

An applicant will be required to pay any excess investment costs. The excess cost is the total investment cost less two years' expected revenues. In circumstances when the two years' expected revenues are less than the total investment cost, and when the application of these rules appears unjust to either party or discriminatory to other customers, the Company may modify the terms of the service agreement to prevent said unjust or discriminatory treatment.

All costs of the Company referenced in this extension policy shall include applicable material, labor and indirect costs. Indirect costs are comprised of supervision, engineering, transportation, material handling, administrative costs, and payroll related costs that support actual construction. The amount of the indirect costs is derived by application of unit costs or allocation percentages determined from historical experience. A copy of the Company's estimate of the cost of construction, including direct and indirect costs, shall be furnished to the Customer upon request prior to construction.

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17. Line Extensions (Continued)

All construction, installation, maintenance and operation of distribution systems shall be in accordance with applicable codes, orders, rules, or utility specifications.

An applicant or customer will cooperate with the Company in construction and subsequent maintenance of all facilities. Any abnormal expenses incurred by the Company due to willful lack of cooperation or interference by other utilities or contractors will be billed and paid by the applicant or customer.

18. Special Facilities

Where the Company, at the request of the customer, agrees to provide special facilities not usually required to provide normal service under any of its rate schedules, the customer shall pay a monthly charge sufficient to cover costs incurred by the Company in providing such facilities.

All costs of the Company shall include applicable material, labor and indirect costs. Indirect costs are comprised of supervision, engineering, transportation, material handling, administrative costs, and payroll related costs that support actual construction. The amount of the indirect costs is derived by application of unit costs or allocation percentages determined from historical experience. A copy of the Company's estimate of the cost of construction, including direct and indirect costs, shall be furnished to the Customer upon request prior to construction.