



Aquila

P.S.C. MO. No. 1

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AQUILA, INC.
d/b/a AQUILA NETWORKS,
And AQUILA NETWORKS – L&P

SCHEDULE OF RATES FOR STEAM

APPLYING TO THE FOLLOWING TERRITORY

St. Joseph, Missouri and Environs

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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

Original Sheet No. 1
Sheet No. _____

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

For St. Joseph, MO & Environs

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STEAM

Type of Service Schedule Sheet No.
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DESCRIPTION OF AUTHORIZED SERVICE TERRITORY

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

RATES:

Steam ServiceMO9812
Standby or Supplementary Steam Service 3
Contract Steam Service.....MO9825

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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 years.

BASE RATE, MO981 Net two parts

- 1. Reserved Capacity Charge:
For all BTU of Reserved Capacity, per month, per million BTU \$295.28

Plus

- 2. Energy Charge per million BTU:
For the first 300 million BTU's per million BTU's of reserved capacity \$4.2920
For all over 300 million BTU's per million BTU's of reserved capacity \$3.4882

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 80 percent of the highest actual demand established in the previous 11 months, and in no case less than three 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.

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KANSAS CITY, MO 64138**

For St. Joseph, MO & Environs

**STANDBY OR SUPPLEMENTARY SERVICE
STEAM**

AVAILABILITY

Available for steam service to any customer who shall contract for a minimum monthly Reserved Capacity of 3 mmBtu for a period of 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 \$548.99
- Fixed Energy Charge per mmBtu
For each million Btu's per month..... \$1.0936
- 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.

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 million BTUs per hour. The Company agrees to deliver, upon a minimum of six 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 24-month period. At the end of the 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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STANDBY OR SUPPLEMENTARY SERVICE (Continued)
ELECTRIC

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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KANSAS CITY, MO 64138

**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 filed 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 \$3.58 per mmBtu. Any such contract shall not bind the Commission for ratemaking purposes.

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KANSAS CITY, MO 64138**

For St. Joseph, MO & Environs

**RULES AND REGULATIONS
STEAM**

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. Simple interest at six percent (6%) per annum 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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**RULES AND REGULATIONS
STEAM**

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 1.50% on the amount unpaid from any previous billing. 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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**RULES AND REGULATIONS
STEAM**

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.