

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

TRIGEN-KANSAS CITY ENERGY)
CORPORATION,)
)
Plaintiff,)
)
v.)
)
MISSOURI GAS ENERGY, a division of)
SOUTHERN UNION COMPANY,)
)
Defendant.)

Case No. 1016-CV24880

**DEFENDANT MISSOURI GAS ENERGY'S
MOTION TO DISMISS AND SUGGESTIONS IN SUPPORT**

Defendant Missouri Gas Energy, a division of Southern Union Company ("MGE"), respectfully moves to dismiss the Petition for Declaratory Judgment and Damages, filed by Plaintiff Trigen-Kansas City Energy Corporation ("Trigen"), for lack of subject matter jurisdiction and for failure to state a claim upon which relief can be granted.

As set forth below in the Suggestions in Support, primary jurisdiction of this billing complaint relating to Trigen's consumption of natural gas that it received via MGE's regulated utility system is controlled by tariffs approved by the Missouri Public Service Commission ("PSC" or "Commission"). Exclusive jurisdiction over this case, therefore, rests with the PSC, not with this Court.

WHEREFORE, MGE respectfully requests that the Court dismiss Trigen's Petition for Declaratory Judgment and Damages.

FILED-CIRCUIT COURT
JACKSON CO., MO-KC
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SUGGESTIONS IN SUPPORT OF THE MOTION TO DISMISS

I. INTRODUCTION

Trigen owns and operates the district steam system located in downtown Kansas City, Missouri that provides heat to commercial customers. Trigen's steam production plant, located at 115 Grand Avenue, utilizes bituminous coal as its primary fuel source, and natural gas as its secondary fuel source. Trigen purchases natural gas from Seminole Energy Services, L.L.C. ("Seminole") and then transports the gas through MGE's natural gas pipeline to Trigen's Grand Avenue facility.

MGE is a regulated public utility subject to the jurisdiction of the Commission as a "gas corporation" under Public Service Commission Law. See Section 386.020(18).¹ MGE essentially provides a pipeline service to Trigen by bringing the gas that Trigen purchases from Seminole to Trigen's downtown facility. Because Trigen is not always able to take precisely the amount of gas that it buys from Seminole, MGE has a tariff on file at the PSC that covers a transportation customer like Trigen that either over-supplies or under-supplies itself with gas from the MGE system. See MGE Tariff Sheet No. 61.2 "Cash Out," at Affidavit of Robert J. Hack ("Hack Affidavit") Ex. 1.

The method by which the cost of natural gas taken under these circumstances is calculated, as well as the general rates for transportation customers like Trigen using MGE's system, are set forth in MGE's tariffs. These tariffs are approved and enforced by the PSC. See Hack Affidavit at ¶ 6. Likewise, the process to resolve disputes between MGE and its customers is also governed by the MGE tariffs and enforced by the PSC. See MGE Tariff Sheet Nos. R-21-23 § 3.07 "Discontinuance of Service" at Hack Affidavit Ex. 3; R-23-24 § 3.08 "Timing of

¹ All statutory citations are to the Missouri Revised Statutes (2000), as amended by the Cumulative Supplement (2009).

Discontinuance,” id. Ex. 4; R-24–26 § 3.09 “Notice of Discontinuance of Service” id. Ex. 5; R-31 § 3.13 “Refusal to Serve” id. Ex. 6; R-43–44 § 5.11 “Billing Adjustment” id. Ex. 2.

Trigen has attempted to bypass the exclusive authority of the PSC by filing this action in Circuit Court. The PSC has primary jurisdiction over this matter as the Trigen Petition is premised upon allegations that MGE did not follow its tariffs and the PSC regulations. Trigen is suing MGE over a bill, which is subject to the exclusive jurisdiction of the PSC. Trigen alleges that it does not owe MGE approximately \$3.8 million for natural gas and gas transportation costs that it took from the MGE system beyond what Trigen purchased from Seminole, all of which are the subject of PSC regulations and MGE tariffs. Under these tariffs, MGE is obligated to seek repayment and is, therefore, within its rights to issue a bill for the undercharged amount. See MGE Tariff Sheet No. R-43–44 § 5.11 “Billing Adjustment” at Hack Affidavit Ex. 2.

Because the PSC has primary jurisdiction over this matter, and because Trigen has not exhausted its administrative remedies at the PSC, this Court lacks subject matter jurisdiction over this case. Accordingly, this Court should dismiss Trigen’s Petition.

II. DISMISSAL STANDARD

Missouri Rule of Civil Procedure 55.27(g)(3) requires the Circuit Court to dismiss a claim for lack of subject matter jurisdiction “[w]henver it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter.” “As the term ‘appears’ suggests, the quantum of proof [for prevailing on a motion to dismiss for lack of subject matter jurisdiction] is not high; it must appear by the preponderance of the evidence that the court is without jurisdiction.” James v. Poppa, 85 S.W.3d 8, 9 (Mo. 2002).

While the moving party bears the burden of proving that jurisdiction is lacking, “a high quantity of proof is not required.” Wright v. St. Louis Produce Mkt., Inc., 43 S.W.3d 404, 414 (Mo. App. E.D. 2001). Where a question of jurisdiction is in doubt, it should be resolved in

favor of the Commission. See id. (holding that liberal construction of the Worker's Compensation law requires that, where jurisdiction is in doubt, jurisdiction should be held in favor of the Labor and Industrial Relations commission). Whether the court can exercise subject matter jurisdiction over the cause of action is a question of fact for the trial court to determine based not only on the pleadings, but also on facts adduced by affidavits of the parties, oral testimony, and depositions. See Mo. R. Civ. Proc. 55.28; Jackson County Cir. Ct. R., 33.5.1; see also Collier v. Moore, 21 S.W.3d 858, 860 (Mo. App. E.D. 2000); Burns v. Employer Health Servs., Inc., 976 S.W.2d 639, 641 (Mo. App. W.D. 1998). Here, MGE has easily met its burden of showing that primary jurisdiction over this natural gas payment disagreement lies with the PSC.

III. AUTHORITY AND ARGUMENT

A. Exclusive Jurisdiction of this Issue Lies with the PSC

The PSC is authorized by the Missouri legislature to regulate and adjudicate complaints between utilities and their customers. See Section 386.390. It is undisputed that both MGE and Trigen are regulated public utilities, and that Trigen is an MGE customer. It also is undisputed that Trigen purchases natural gas and gas transportation services from MGE according to the terms of MGE's tariffs. Trigen complains to this Court that a bill resulting from an MGE meter equipment programming error is improper and has damaged Trigen.

At the heart of Trigen's Petition lies an allegation that MGE did not follow its tariffs and did not follow PSC regulations. See Petition at ¶¶ 9–14, 32–33, 36–41, 44–45. The PSC has primary jurisdiction over this matter as Trigen's complaint is exactly the type that the Missouri legislature authorized the PSC to regulate and adjudicate. Trigen is thus required to complete the administrative complaint process before it can file civil litigation against MGE in this Court.

Missouri courts follow the doctrine of primary jurisdiction, under which courts will not decide a controversy involving a question within the jurisdiction of an administrative agency until the agency has rendered its decision. Killian v. J&J Installers, Inc., 802 S.W.2d 158, 160 (Mo. 1991). Missouri courts have long held: “Matters within the jurisdiction of the Public Service Commission must first be determined by it in every instance before the courts have jurisdiction to make judgments in the controversy.” DeMaranville v. Fee Fee Trunk Sewer, Inc., 573 S.W.2d 674, 676 (Mo. App. St. Louis 1978). Thus, the PSC must first determine this matter “before the courts will adjudge any phase of the controversy.” UtiliCorp United Inc. v. Platte-Clay Elec. Coop., Inc., 799 S.W.2d 108, 109 (Mo. App. W.D. 1990) (emphasis added). This policy of judicial self-restraint applies where administrative knowledge and expertise are demanded to determine technical, intricate fact questions and where uniformity is important to the regulatory scheme. MCI Metro Access Transmission Servs., Inc. v. City of St. Louis, 941 S.W.2d 634, 644 (Mo. App. E.D. 1997).

1. The MGE/Trigen Relationship is Governed by MGE’s Tariffs

The relationship between MGE and Trigen, a regulated utility and its customer, is governed by MGE’s tariffs on file with the PSC. As a regulated public utility, MGE is bound by its tariffs which have the force and effect of law. See Bauer v. Southwestern Bell Tel. Co., 958 S.W.2d 568, 570 (Mo. App. E.D. 1997). Accordingly, MGE cannot vary the terms of its tariffs or rates except as approved by the Commission. This principle, the Filed Rate (or Tariff) Doctrine, “governs a utility’s relationship with its customers and provides that any rate filed with the appropriate regulatory agency is sanctioned by the government and cannot be the subject of legal action.” Id. “The rights as defined by the tariff cannot be varied or enlarged by either contract or tort of the carrier.” American Tel. and Tel. Co. v. Central Office Tel., Inc., 524 U.S. 214, 227 (1998). Moreover, “[t]he filed tariff doctrine conclusively presumes that both a utility

and its customers know the contents and effect of the published tariffs.” Bauer, 958 S.W.2d at 570.

Trigen takes natural gas and gas transportation services from MGE subject to the filed rates in MGE’s tariff. See Hack Affidavit at ¶ 6. By Trigen’s own admission, MGE is the sole provider of natural gas and gas transportation services to Trigen, and has been during the entire period covering the billing undercharges: “Since at least April 2003, MGE has been the sole provider of natural gas and natural gas transportation services to Trigen.” See Petition at ¶ 8. Trigen’s relationship with MGE is accordingly governed by the Filed Rate Doctrine and cannot be the subject of legal action initially brought in the courts. See Bauer, 958 S.W.2d at 570. Trigen’s relationship with its own customers who purchase steam heat is irrelevant to this matter.

Moreover, as a customer of a regulated utility, Trigen is on notice of the provisions of MGE’s filed tariffs, and is presumed to know the content and effect of those tariffs. Id. Thus, Trigen has purchased natural gas and gas transportation services since at least April 2003 with the presumed knowledge that, should an undercharge occur, it is subject to a billing adjustment “for the entire period that the undercharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.” See MGE Tariff Sheet No. R-43-44 § 5.11 “Billing Adjustment” at Hack Affidavit Ex. 2.

2. Trigen’s Admissions Regarding PSC Jurisdiction

It is of great significance that Trigen admits that the Commission has jurisdiction over this matter. Trigen first concedes that MGE’s “business is regulated by the Missouri Public Service Commission.” See Petition at ¶ 5. MGE, a regulated utility, is the “sole provider of natural gas and natural gas transportation services to Trigen.” See Petition at ¶ 8. This complaint is between a utility and its customer — the exact type of complaint that the Missouri

legislature specifically authorized the PSC to regulate and adjudicate. See Section 386.390.

Pursuant to Section 386.390(1),

Complaint may be made by . . . any corporation or person . . . by petition or complaint in writing, setting forth any act or thing done or omitted to be done by any corporation, person or public utility, including any rule, regulation or charge heretofore established or fixed by or for any corporation, person or public utility, in violation, or claimed to be in violation, of any provision of law, or of any rule or order or decision of the commission . . .

Similarly, pursuant to Commission regulations, “any person or public utility who feels aggrieved by a violation of any statute, rule, order or decision within the commission’s jurisdiction may file a complaint. The aggrieved party, or complainant, has the option to file either an informal or a formal complaint.” 4 CSR 240-2.070(1).

Trigen also acknowledges the PSC’s jurisdiction over this matter in its correspondence with MGE. See Letter of Trigen’s Jeffrey R. Dykes to MGE’s David N. Kirkland dated July 17, 2009 at Affidavit of David N. Kirkland (“Kirkland Affidavit”) Ex. 4. Trigen’s counsel previously noted that if the disagreement over the billing adjustment could not be resolved, “Trigen has no other alternative but to bring this matter before the Missouri Public Service Commission.” See Letter of James D. Lawrence (Bryan Cave LLP) to MGE’s David N. Kirkland (Oct. 19, 2009), id. Ex. 6. To date, Trigen has not filed a complaint with the PSC about this matter.

It is clear that Trigen’s allegations are governed by MGE tariffs, which are approved, construed, and enforced by the PSC. MGE’s rights and duties with regard to billing adjustments and to metering, and Trigen’s rights and duties regarding the same, are governed by MGE tariffs. For example, Trigen asks this Court to decide whether MGE’s invoice for the undercharged amounts is barred by the statute of limitations and whether Trigen is liable to MGE for the entire amount of the undercharged natural gas provided to Trigen. See Petition at ¶ 32. This is

explicitly governed by MGE's tariff. See MGE Tariff Sheet No. R-43-44 § 5.11 "Billing Adjustment" at Hack Affidavit Ex. 2.

For further example, Trigen states in its Petition, without citing to the regulations, that MGE has the responsibility to install and maintain the metering equipment that it changed at Trigen's Kansas City facility. See Petition at ¶ 9. Just like billing adjustments, MGE and customer responsibilities regarding meter installation and maintenance are governed by MGE's tariffs. See MGE Tariff Sheet Nos. R-40-44 "Measurement and Regulation" at Hack Affidavit Ex. 7. These tariffs further provide that "[f]ailure of Company to obtain a meter reading shall not relieve customer of the obligation to pay for all gas received." See MGE Tariff Sheet No. R-41 §5.05 "Meter Reading" at Hack Affidavit Ex. 8. What's more, the overarching issue of MGE's liability is governed by MGE's tariffs, which state that MGE shall not be liable for loss, damage, or injury "attributable to the negligence of the Company, its employees, contractors or agents." See MGE Tariff Sheet No. R-34 §3.19 "Company Liability" at Hack Affidavit Ex. 9.

Because MGE tariff provisions and Commission rules need to be analyzed to determine whether MGE followed its tariffs in sending Trigen an invoice for undercharged amounts and a disconnect notice for nonpayment to Trigen, any allegation that such invoice is inappropriate or in violation of the MGE tariffs is exactly the type of issue that must be addressed by the PSC. Consequently, the primary jurisdiction over this matter lies with the Commission.

3. Trigen Cannot "Plead Around" the Tariffs

No matter how Trigen frames its cause of action, whether at law or equity, it is clear that primary jurisdiction is vested with the PSC. MGE's tariffs govern the entire relationship between MGE and Trigen. In this regard, the Court should be guided by Inter-City Beverage Co. v. Kansas City Power & Light Co., 889 S.W.2d 875 (Mo. App. W.D. 1994). Judge Coburn of this Court dismissed a class action brought by Missouri and Kansas business customers of

Kansas City Power & Light Co. (“KCP&L”), who accused the utility of misinterpreting rate schedules in its tariffs, resulting in customer overcharges. Judge Coburn sustained KCP&L’s motion to dismiss, ruling that the PSC had exclusive jurisdiction over such complaints. *Id.* at 876. The Court of Appeals affirmed the decision in a unanimous opinion by Judge Hanna. Noting that the Missouri Supreme Court “has determined that the regulation and the fixing of rates or charges for public utilities . . . is the function of the M[issouri] PSC,” the Court affirmed the dismissal, finding that the subject of the dispute was within the primary jurisdiction of the PSC. *Id.* at 877–78.

Here, Trigen has challenged MGE’s billing, and necessarily implicated MGE’s tariffs on file with the PSC. No amount of artful pleading can remove this issue from the exclusive purview of the PSC. The PSC might not have authority to award monetary relief, but it does have exclusive jurisdiction to determine whether the tariff has been violated in some manner, including the reasonableness and lawfulness of the services provided by the utility. A.C. Jacobs and Co. v. Union Elec. Co., 17 S.W.3d 579, 581, 583 (Mo. App. W.D. 2000). Whether MGE has violated its tariffs in any way must first be determined by the PSC before Trigen’s Petition, premised upon allegations that MGE did not follow its tariffs and PSC regulations, can be brought to this Court. Trigen cannot bypass the exclusive jurisdiction of the PSC by pleading around the essence of its complaint.

Because the primary jurisdiction over this matter lies with the Commission, any ruling by this Court concerning MGE tariffs or the ability to collect the undercharged amounts would result in an improper advisory opinion, which could later be invalidated by the PSC. “Until an agency has made a final determination that finds facts, applies the law to those facts, and construes the applicable statutes, it is impossible to know if a subsisting justiciable controversy exists between the agency and the party seeking declaratory relief. Prior to the agency’s

decision, the controversy remains hypothetical and premature. Declaratory judgment actions should not be resorted to for the purpose of giving advisory opinions.” Farm Bureau Town and Country Ins. Co. of Missouri v. Angoff, 909 S.W.2d 348, 353 (Mo. banc. 1995); see also State ex rel. Missouri Parks Ass’n v. Missouri Dep’t of Natural Res., 2010 WL 1608839 *12 (Mo. App. W.D. 2010) (holding that the Circuit Court’s Second Amended Judgment was an improper advisory opinion because it improperly addressed matters which were the subject of unexhausted administrative remedies). “It is well-established that Missouri courts do not determine moot cases or render advisory opinions.” Friends of the San Luis, Inc. v. Archdiocese of St. Louis, 312 S.W.3d 476, 483 (Mo. App. E.D. 2010).

B. Trigen has Failed to Exhaust its Administrative Remedies at the PSC

Trigen has also failed to exhaust its administrative remedies by petitioning this Court instead of the PSC. See MO. REV. STAT. § 386.250 (2000). “The Public Service Commission is an administrative board, created by the lawmakers as an arbiter between the general public and the public service corporations, and to this end has been given extensive powers, with all its acts subject to court review.” State ex rel. City of St. Louis v. PSC, 296 S.W. 790, 794 (Mo. 1927), quoting State ex rel. Watts Eng’g Co. v. PSC, 191 S.W. 412, 414 (Mo. 1916). Where a remedy before an administrative agency is provided, the doctrine of exhaustion of administrative remedies requires that relief be sought by exhausting this remedy before the courts will act. Sperry Corp. v. Wiles, 695 S.W.2d 471, 472 (Mo. banc 1985).

When available administrative remedies have not been exhausted, a circuit court does not have jurisdiction to hear a petition or render a judgment. Brazilia, L.L.C. v. Collector of St. Louis County, 117 S.W.3d 704, 706 (Mo. App. E.D. 2003). This is because “[t]he doctrine of exhaustion of remedies is a jurisdictional requirement.” Alhalabi v. Missouri Dep’t of Natural Res., 300 S.W.3d 518, 524 (Mo. App. E.D. 2009). “When exhaustion is required and a party

fails to pursue all administrative remedies, the circuit court is without subject matter jurisdiction and the only recourse is to dismiss the cause.” Parker v. City of St. Joseph, 167 S.W.3d 219, 221 (Mo. App. W.D. 2005). Furthermore, “the existence of jurisdiction to grant a declaratory judgment does not invalidate other obstacles to the granting of judicial relief. If administrative remedies are adequate, they must be exhausted before declaratory relief may be granted.” Farm Bureau Town and Country Ins. Co. of Missouri v. Angoff, 909 S.W.2d 348, 353 (Mo. banc. 1995).

Trigen has a remedy with the PSC. If a customer of a natural gas utility has a disagreement with that utility, the customer can file a formal or informal complaint with the PSC pursuant to 4 C.S.R. 240-2.070. Under that rule, “any person or public utility who feels aggrieved by a violation of any statute, rule, order or decision within the commission’s jurisdiction may file a complaint.” 4 C.S.R. 240-2.070(1). After an order or decision has been made by the PSC, any corporation, person, or public utility interested therein has the right to apply for a rehearing with the PSC. See Section 386.500. Only after an application for rehearing is denied, or after a decision on rehearing if the application is granted, may a circuit court review the PSC’s decision. See Section 386.510. Here, the PSC has not even been asked to make an original decision, let alone had the opportunity to deny rehearing or render a decision upon rehearing. Consequently, there is literally nothing for this Court to review. Trigen must exhaust its statutory remedy before asking this Court for relief.

As noted above, Trigen and its counsel are fully aware of Trigen’s right to file a complaint with the PSC. Trigen admits the PSC should resolve this issue. See Letter of James D. Lawrence (Bryan Cave LLP) to MGE’s David N. Kirkland (Oct. 19, 2009), id. Ex. 6. After receiving MGE’s demand for payment, and after receiving MGE’s disconnect notice, Trigen could have made a formal or informal complaint with the PSC. Trigen has done nothing to seek

relief from the PSC for over a year. As such, Trigen has failed to exhaust its administrative remedies required by law.

Because the PSC has primary jurisdiction over the appropriateness of MGE's invoice for the undercharged amount, and because Trigen has failed to exhaust administrative action by the PSC, this matter cannot be the subject of legal action before this Court until the Commission has rendered its decision. Trigen's effort to circumvent the jurisdiction and authority of the PSC, as well as the Filed Rate Doctrine cannot be sustained. This matter should be dismissed.

IV. CONCLUSION

Based upon the uncontested facts of this case, and firm legal precedent, this Court has no subject matter jurisdiction to adjudicate Trigen's action for declaratory judgment and damages until Trigen has exhausted its administrative remedies and the Commission issues a decision.

The PSC is the proper body to analyze and apply the provisions of MGE's tariffs and the PSC's own regulations that govern the rates for and discontinuance of regulated utility service. Because the PSC has not rendered a decision, this Court is without subject matter jurisdiction to consider Trigen's Petition. Therefore, Trigen's Petition must be dismissed.

WHEREFORE, Defendant Missouri Gas Energy, respectfully requests that this Motion to Dismiss be granted, that MGE be awarded its costs, and for such other relief as this Court believes just and reasonable.

Respectfully submitted,



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Attorneys for Missouri Gas Energy, a division of
Southern Union Co.

Certificate of Service

A certified copy of the foregoing was sent via electronic mail on and mailed, postage prepaid, this 17th day of September, 2010 to the following:

James D. Lawrence
Bryan Cave LLP
One Kansas City Place
1300 Main Street, Suite 3500
Kansas City, MO 64105-2100
Attorney for Plaintiff Trigen-Kansas City Energy Corp.



Attorney for Defendant

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI AT KANSAS CITY
16th JUDICIAL CIRCUIT

Trigen-Kansas City Energy Corporation,)
)
Plaintiff,)
)
v.) Case No. 1016-CV24880
)
Missouri Gas Energy,)
a division of Southern Union Company,)
)
Defendant.

AFFIDAVIT OF ROBERT J. HACK

State of Missouri)
) ss.
County of Jackson)

Robert J. Hack, being first duly sworn upon his oath, state as follows:

1. My name is Robert J. Hack. I am Chief Operating Officer of Missouri Gas Energy, a division of Southern Union Company. I have served in this capacity since January 1, 2006. Prior to that, I was Vice President of Pricing and Regulatory Affairs at Missouri Gas Energy ("MGE"). I am a graduate of Southern Methodist University and the University of Kansas Law School. From 1993 to 1996 I served as General Counsel of the Missouri Public Service Commission, and prior to that served in other positions in the Office of the General Counsel of the Public Service Commission.

2. MGE is a natural gas utility that in the industry is known as a "local distribution company" or "LDC." It is a "gas corporation" and a regulated public utility, subject to the jurisdiction of the Missouri Public Service Commission. MGE provides natural gas utility service to businesses and residents of Kansas City, Missouri, as well as other western Missouri cities including Lee's Summit, Warrensburg, Joplin, and St. Joseph. MGE is a division of

Southern Union Company which is engaged primarily in the transportation, storage, gathering, processing, and distribution of natural gas. Its headquarters is in Houston, Texas.

3. Trigen-Kansas City Energy Corporation (“Trigen”) is a customer of MGE. Trigen owns and operates the district steam system generally located in downtown Kansas City, Missouri.

4. Based upon sworn testimony filed in Trigen’s last rate case at the Missouri Public Service Commission, I understand that Trigen uses two fuels to operate its steam and cooling energy business. Its primary fuel is bituminous coal, which is burned at its facilities located at 115 Grand Avenue in Kansas City. Trigen’s secondary fuel source is natural gas.

5. Trigen is a “transportation only” customer of MGE. Since the natural gas industry was deregulated by Congress in the late 1970’s, commercial and industrial users in Missouri like Trigen have been able to purchase their own natural gas from third-party suppliers. Trigen purchases its supply of gas today from Seminole Energy Services, LLC. Before deregulation, Trigen would have only been able to buy natural gas from the local distribution gas utility, which in Kansas City is currently MGE. However, today as a transportation only customer, Trigen uses MGE’s local natural gas pipeline distribution system to transport the gas that it purchases from Seminole through MGE’s “city gate” across the MGE system to Trigen’s facility at 115 Grand Avenue.

6. Trigen pays MGE a transportation rate based on tariffs that have been filed with and approved by the Missouri Public Service Commission (“PSC” or “Commission”). Trigen takes natural gas and natural gas transportation services from MGE subject to those tariffs. The MGE tariffs (and those of other regulated entities) are approved and enforced by the PSC. See Missouri Gas Energy Schedule of Rates and Charges and General Terms and Conditions for all Missouri Service Areas issued January 7, 1994 and effective February 1, 1994 (“MGE Tariff”),

Missouri Public Service Commission Tracking No. JG-2003-0638. Any natural gas or natural gas services that Trigen takes from MGE is subject to MGE's tariffs. Thus, MGE's business with Trigen is a regulated business.

7. Because business customers like Trigen are not always able to take precisely the amount of gas that they buy from their third-party supplier, the PSC has approved a mechanism in MGE's tariffs known as the "cash in-cash out" system. See MGE Tariff Sheet No. 61.2 "Cash Out," attached as Exhibit 1. Under this mechanism, MGE is permitted to charge Trigen for amounts that it takes from MGE's system beyond the amounts that Seminole Energy has delivered to MGE's system on Trigen's behalf. On the other hand, if Trigen does not use all of the natural gas that Seminole Energy has delivered to MGE's system on Trigen's behalf, Trigen is entitled to a credit for the natural gas that stays on MGE's system and that MGE uses to supply its other customers.

8. Where there has been a billing error and the customer has been undercharged, MGE has the right under its tariffs to adjust its billings for the entire period that the undercharge existed, but going no further back than 60 months. See MGE Tariff Sheet Nos. R-43-44 § "Billing Adjustment," attached as Exhibit 2.

9. Pursuant to MGE's tariffs on file with the PSC, MGE has the right to discontinue service to a customer under certain conditions. See MGE Tariff Sheet Nos. R-21-23 § 3.07 "Discontinuance of Service," attached as Exhibit 3; R-23-24 § 3.08 "Timing of Discontinuance," attached as Exhibit 4; R-24-26 § 3.09 "Notice of Discontinuance of Service" attached as Exhibit 5; R-31 § 3.13 "Refusal to Serve" attached as Exhibit 6.

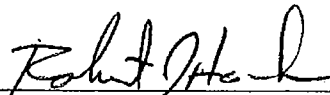
10. Pursuant to MGE's tariffs on file with the PSC, MGE provides, installs, maintains, and operates all equipment for the measurement and regulation of gas to its customers, except as otherwise provided in its tariffs. See MGE Tariff Sheet Nos. R-40-44

"Measurement and Regulation," attached as Exhibit 7. The failure of MGE to obtain a meter reading does not relieve a customer such as Trigen of its obligation to pay for all gas received. See MGE Tariff Sheet No. R-41 §5.05 "Meter Reading," attached as Exhibit 8.

11. Pursuant to MGE's tariffs on file with the PSC, MGE is not liable to any customer for loss, damage, or injury attributable to the negligence of MGE, its employees, contractors, or agents. See MGE Tariff Sheet No. R-34 §3.19 "Company Liability," attached as Exhibit 9.

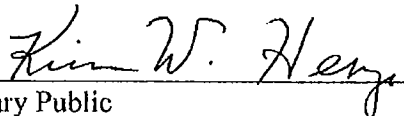
12. David N. Kirkland, MGE's Director of Gas Supply, is most familiar with the issues relating to the telemetering equipment and host computer issues regarding the undercharges to Trigen from April 2003 through July 2008.

I have knowledge of the matters set forth herein. I hereby swear and affirm that the foregoing is true and accurate to the best of my knowledge, information and belief.



Robert J. Hack

Subscribed and sworn to before me this 16th day of September, 2010.



Notary Public

My commission expires:

Feb. 3, 2011



EXHIBIT 1

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

(9) Cash Out: Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company according to Section A-6, Retainage. Agents may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section A-4, Aggregation.

(a) Monthly Cash Out: Differences between deliveries and retainage-adjusted receipts shall be reconciled on a monthly basis between Company and a customer or the customer's agent.

(i) If Company's retainage-adjusted receipts (nomination) for the customer are less than deliveries (usage) to the customer, the customer or the customer's agent shall pay:

1.0 times the index price for each MMbtu of imbalance up to and including 5% of nominations, plus

1.2 times the index price for each MMbtu of imbalance which is greater than 5%, up to and including 10% of nominations, plus

1.4 times the index price for each MMbtu of imbalance which is greater than 10% of nominations, plus

For each MMbtu of imbalance Southern Star Central's maximum tariff transportation rate, plus the incremental/variable storage withdrawal cost rate.

(ii) If Company's retainage-adjusted receipts (nomination) for the customer exceed deliveries (usage) to the customer, the customer or the customer's agent shall receive:

1.0 times the index price for each MMbtu of imbalance up to and including 5% of nominations, plus

0.8 times the index price for each MMbtu of imbalance which is greater than 5% of nominations, up to and including 10%, plus

0.6 times the index price for each MMbtu of imbalance which is greater than 10% of nominations, plus

For each MMbtu of imbalance Southern Star Central's maximum tariff transportation rate, minus the incremental/variable storage injection rate.

DATE OF ISSUE: February 16, 2010
Month Day Year

February 28, 2010
DATE EFFECTIVE: March 18, 2010
Month Day Year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

EXHIBIT 2

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

5.10 METER TESTING: Company will, when requested in writing by a customer upon reasonable notice, test the accuracy of the meter in use by such customer; provided customer shall agree to accept the results of the tests made by Company as final. If such a test is requested by a customer within a period of one year after the date of installation or the last previous test of said meter, customer may be required by Company to make a deposit to cover the actual cost of such test. Any deposit made in compliance to the foregoing shall be refunded or credited to customer's account if the meter is found when tested to have an average error of more than 2 percent fast. If the meter is found to be less than 2 percent fast, said deposit shall be retained by Company.

5.11 BILLING ADJUSTMENT:

(A) For all billing errors, the Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments (except as provided in (B), (C) and (D) of this provision) for the period estimated to be involved as follows:

Residential Customers:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge existed not to exceed twelve consecutive billing

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APR 29 1997

97-212
MO. PUBLIC SERVICE COMM

APR 29 1997

DATE OF ISSUE April 21 1997
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ISSUED BY Charles B. Hernandez

Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company For All Missouri Service Areas

RECEIVED

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE JAN 7 1994

periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

Customers Other Than Residential:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

(B) No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.

(C) Where, upon test, a meter error is found to be 2% or less, no billing adjustment will be made.

(D) When evidence of tampering is found, or misrepresentations of the use of service by the customer, the Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such a claim after determining the probable period during which such condition existed from all related and available information.

(E) When the customer has been undercharged, except as provided in (D) of this rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.

(F) If a meter malfunctions or does not register for any period, Company may estimate and charge for the gas used in conformance with (A) above by averaging the amount registered over similar periods preceding or subsequent thereto, or over corresponding periods in previous years.

94 - 40

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ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

EXHIBIT 3

Cancelling P.S.C. MO. No. 1
P.S.C. MO. No. 1

Second Revised
First Revised

REC'D JUL 16 2001 SHEET No. R-21
SHEET No. R-21

Missouri Gas Energy,
a Division of Southern Union Company

Service Commission
For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.06 **SUSPENSION OF SERVICE:** Company shall have the right to suspend gas service to customer for temporary periods as may be necessary for the inspection, maintenance, alteration, change, health, safety, state of emergency, replacement or repair of gas facilities, or for the preservation or restoration of system operations. In all cases of interruption or suspension of service, Company will make reasonable efforts to restore service without unnecessary delay. No such interruption or suspension of service will relieve customer from charges provided for in customer's service agreement. Company shall not be liable for damages occasioned by suspension of service for said causes.

3.07 **DISCONTINUANCE OF SERVICE:** Company shall have the right to discontinue gas service to a customer and remove its facilities, or any portion thereof, from customer's premises upon default by customer of any provision of the service agreement. In addition to any other legal remedies, Company reserves the right to refuse to reconnect gas service to any customer until such default shall have been remedied by customer. Any one or more of the following may be considered as a default:

- (A) Non-payment of an undisputed delinquent charge.
- (B) Failure to post a security deposit or guarantee acceptable to Company.
- (C) Unauthorized interference, diversion or use of the gas service situated or delivered on or about customer's premises.
- (D) Failure to comply with the terms and conditions of a settlement agreement.
- (E) Refusal after reasonable notice to permit inspection maintenance, replacement or meter reading of utility equipment. If the utility has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.

Missouri Public

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01 - 292

Service Commission

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ISSUED BY Robert J. Hack

AUG 06 2001
Vice President, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Public

P.S.C. MO. No. 1
Cancelling P.S.C. MO. No. 1

Second Revised SHEET No. R-22
First Revised REC'D JUL 16 2001 SHEET No. R-22

Missouri Gas Energy,
a Division of Southern Union Company

Service Commission
For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (F) Misrepresentation of identity for the purpose of obtaining gas service.
- (G) Violation of any other General Terms and Conditions for Gas Service of Company on file with and approved by the Commission which adversely affects the safety of customer or other persons, or the integrity of Company's delivery system.
- (H) Failure to pay cost of additional service line, or replacement of a customer-owned service line or lines as provided for in Sections 3.14 and 3.15 herein.
- (I) As provided by state or federal law.

None of the following shall constitute sufficient cause for Company to discontinue service:

- (A) The failure of customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the gas provided by Company.
- (B) The failure of customer to pay for concurrent service received at a separate metering point, residence or location. In the event of discontinuance or termination of service at a separate residential metering point, residence or location in accordance with these General Terms and Conditions for Gas Service, Company may transfer any unpaid balance to any other residential service account of customer and may discontinue service twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule.

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ISSUED BY Robert J. Hack

AUG 06 2001
Vice President, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

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

Fifth Revised
Fourth Revised

SHEET No. R-23
SHEET No. R-23

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (C) The failure of customer to pay for a different class of service received at the same or different location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this Section.
- (D) The failure to pay the bill of another customer unless the customer whose service is sought to be discontinued received substantial benefit and use of the service.
- (E) The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user.
- (F) The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless the company has offered the customer a payment arrangement equal to the period of underbilling.

3.08 TIMING OF DISCONTINUANCE: Pursuant to the Commission's Order in Case No. GE-2005-0247, the Company has been granted a variance from the requirements of 4 CSR 240-13.050(3) and this section relating to the hours service may be discontinued. The variance authorizes the Company to extend the hours service to a residential customer may be discontinued to those hours beginning at sunrise, but no earlier than 7:00 a.m. and continuing until 4:00 p.m. on the date specified on the notice of discontinuance or within eleven (11) days thereafter. Service shall not be discontinued on a day when Company personnel are not available to reconnect customer's service, or on a day immediately preceding such day. Service shall not be discontinued for non-payment of a delinquent charge unless written notice is sent to the customer at least 10 days prior to the date of proposed discontinuance. Service of notice by first class mail is complete upon mailing. Service of electronic notice is complete upon delivery of the notice to the site where the electronic bill is posted. Where written notice is hand delivered to a customer in which case discontinuance may be effected not less than 96 hours after delivery of the notice. After the eleven (11) business day effective period of the notice, all notice procedures required by this rule shall again be followed before the company may discontinue service.

The variance also authorizes the Company to extend the hours service to a residential customer may be discontinued until sunset, but no later than 7:00 p.m., but only in circumstances when the Company has difficulty getting the access to the premises that is necessary to discontinue service (including but not limited to, locked meter locations, animals obstructing access to the meter location and other obstructions to the meter locations).

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month day year

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ISSUED BY Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

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Missouri Public
Service Commission

EXHIBIT 4

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

Fifth Revised
Fourth Revised

SHEET No. R-23
SHEET No. R-23

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (C) The failure of customer to pay for a different class of service received at the same or different location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this Section.
- (D) The failure to pay the bill of another customer unless the customer whose service is sought to be discontinued received substantial benefit and use of the service.
- (E) The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user.
- (F) The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless the company has offered the customer a payment arrangement equal to the period of underbilling.

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The variance also authorizes the Company to extend the hours service to a residential customer may be discontinued until sunset, but no later than 7:00 p.m., but only in circumstances when the Company has difficulty getting the access to the premises that is necessary to discontinue service (including but not limited to, locked meter locations, animals obstructing access to the meter location and other obstructions to the meter locations).

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ISSUED BY Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111
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Missouri Public
Service Commission

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

Third Revised
Second Revised

SHEET No. R-24
SHEET No. R-24

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

Company shall have sufficient personnel to reconnect service discontinued under this variance upon payment of delinquent accounts for a period of three hours following the last discontinuance made under this variance on the day that customer's service was discontinued.

3.09 NOTICE OF DISCONTINUANCE OF SERVICE: Except in cases of (a) dangerous conditions as set forth in Section 4.07, herein; (b) fraudulent use of service as set forth in Section 4.10, herein; (c) tampering as set forth in Section 4.08, herein; or (d) an order or directive of the Commission or other governmental agency or court requiring the discontinuance of service, Company will give to customer written notice of its intention to discontinue gas service.

(A) The notice of discontinuance shall contain the following information:

- (1) The name and address of customer and the address, if different, where service is rendered.
- (2) A clear and concise statement of the reason for the proposed discontinuance of service and the cost of reconnection.
- (3) The date on or after which service will be discontinued unless customer takes appropriate action.
- (4) Terms under which customer may avoid discontinuance.
- (5) A statement that if customer is unable to pay the amount due Company in full, customer may contact Company and request the opportunity to make a deferred payment.
- (6) The prominent display of the telephone number that the customer may call without incurring toll charges and address of Company's office where customer may make inquiry or file a complaint.

DATE OF ISSUE March 21, 2005 DATE EFFECTIVE April 4, 2005
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ISSUED BY Michael R. Noack Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

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FILED
MO PSC

EXHIBIT 5

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

Third Revised
Second Revised

SHEET No. R-24
SHEET No. R-24

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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- (3) The date on or after which service will be discontinued unless customer takes appropriate action.
- (4) Terms under which customer may avoid discontinuance.
- (5) A statement that if customer is unable to pay the amount due Company in full, customer may contact Company and request the opportunity to make a deferred payment.
- (6) The prominent display of the telephone number that the customer may call without incurring toll charges and address of Company's office where customer may make inquiry or file a complaint.

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ISSUED BY Michael R. Noack Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

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

Second Revised
First Revised

SHEET No. R-25
SHEET No. R-25

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (B) Company shall discontinue service only after written notice has been sent to customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by first class mail is complete upon mailing. Service of electronic notice is complete upon delivery of the notice to the site where the electronic bill is posted. If written notice is delivered in hand to customer, it shall be done at least 96 hours prior to discontinuance. The Company shall maintain the accurate record of the date of mailing or delivery. The notice of discontinuance of service shall not be issued as to a bill or portion of a bill currently the subject of a dispute pending with Company or the Commission nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement, unless Company inadvertently issues such notice in which case Company shall take necessary steps to withdraw or cancel such notice.
- (C) Multi-family - Single Meter: At least ten (10) days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notice of Company's intent to discontinue service shall be conspicuously posted in public areas of the building, provided, however, that such notices shall not be required if Company is not aware that said structure is a single metered multi-dwelling unit residential building. Such notices shall include the date on or after which discontinuance may occur and advise of tenant rights pursuant to section 441.650 RSMo. Company shall not be required to provide notice in individual situations where safety of employees is endangered.
- (D) Multi-family - Multiple Meter: At least ten (10) days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered and at which a single customer is responsible for payment for service in all units in the building or at a residence in which the occupant using gas service is not Company's customer, the occupant(s) shall be given written notice of Company's intent to discontinue service, provided however that such notice shall not be required unless one (1) occupant has advised Company or Company is otherwise aware that he is not customer. In the case of a multi-dwelling unit residential building where each unit is individually metered or in the case of a single family residence, the notice provided to the occupant of the unit for which service is about to be discontinued shall outline the procedure by which the occupant thereof may apply for the same character of service presently being received through that meter.

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Missouri Gas Energy Kansas City, MO 64111

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

First Revised
Original

SHEET No. R-26
SHEET No. R-26

Missouri Gas Energy,
a Division of Southern Union Company

For

All Missouri Service Areas

OCT 7 1994

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

MISSOURI

Public Service Commission

- (E) **Twenty-Four Hour Notice:** At least 24 hours preceding discontinuance of service, Company shall make reasonable efforts to contact customer to advise the pending action and what steps must be taken to avoid discontinuance. Reasonable efforts shall include either a written notice following the notice pursuant to section (A) of this rule, a doorhanger or at least two telephone call attempts reasonably calculated to reach the customer.
- (F) **Notice When Disconnected:** Immediately preceding the discontinuance of service, the employee of Company designated to perform such function shall, except in individual situations where the safety of the employee is endangered, make a reasonable effort to contact and identify himself to customer or responsible person then upon the premises and shall announce the purpose of his presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to customer that service has been discontinued and the address and telephone number of Company where customer may arrange to have service restored.
- (G) **Medical Emergency:** Notwithstanding any other provision of this Section, Company shall postpone the discontinuance of gas service to a residential customer for a time not in excess of 21 days if Company is advised the discontinuance will aggravate an existent medical emergency of customer, a member of customer's family or other permanent resident of the premises where service is rendered. Company may require customer to provide satisfactory evidence that a medical emergency exists.

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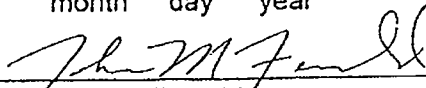
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MO. PUBLIC SERVICE COM. 1994

DATE OF ISSUE October 8 1994
month day year

DATE EFFECTIVE December 10, 1994
month day year

ISSUED BY


John M. Fernald

Director, Rates and Regulatory Affairs
Missouri Gas Energy
Kansas City, MO. 64111

EXHIBIT 6

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

First Revised
Original

SHEET No. R-31
SHEET No. R-31

Missouri Gas Energy,
a Division of Southern Union Company

Missouri Public
For: All Missouri Service Areas

REC'D JUL 16 2001

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

Service Commission

service upon the day restoration is requested, and in any event, restoration shall be made no later than the next working day following the day requested by customer.

The reconnection charge, precedent to the restoration of gas service to a customer whose gas service has been discontinued for any reason whatsoever, shall be as provided in Section 14, herein.

If gas service is discontinued for non-payment by customer of any delinquent gas service bill, Company shall not, except as provided in Section 3.10 herein, be required to restore service until all delinquent bills and reconnection charges have been paid and customer has complied with Section 2.05 herein.

A reconnection charge as provided for in Section 14, herein, shall apply if service is discontinued at the request of customer and reconnected within 7 months at the request of customer at the same location.

The requirements of this Section cannot be avoided by a request for a restoration of service or an application for service at the same location by a member of customer's household or family, any person who has enjoyed benefits from previous service, or any other person acting for or on behalf of customer.

3.13 REFUSAL TO SERVE: Company may refuse to supply gas service or discontinue service to any customer who fails or refuses to comply with the provisions of any applicable law, rule of the Commission, rate schedule or any provision of these General Terms and Conditions for Gas Service in effect and on file with the Commission.

Missouri Public

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ISSUED BY Robert J. Hack

AUG 06 2001
Vice President, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

EXHIBIT 7

Missouri Gas Energy,
a Division of Southern Union Company For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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JAN 7 1994

5. MEASUREMENT AND REGULATION

MO. PUBLIC SERVICE COMM.

5.01 METER AND REGULATOR INSTALLATION: Company shall provide and install at its own expense and shall continue to own, maintain and operate all equipment for the measurement and regulation of gas to its customers, except as otherwise provided herein.

5.02 METER AND REGULATOR LOCATION: Customer shall provide and at all times maintain, at the place specified by Company, space for the meter and regulator installation. If a suitable service/yard line and meter location is available, the meter set assembly for residential service shall be, if practicable, located at or near the building being served. Such location shall at all times be readily accessible for reading, inspecting and testing. Where meters, regulators or other equipment have been or are to be installed out-of-doors, such protection as Company may require shall be provided by customer at customer's expense.

After the meter installation has been located on the premises of customer, the performance of work and the cost related to any subsequent change in the location thereof, if necessitated by change or alteration in the building or premises or for customer's convenience, shall be the responsibility of customer.

In the event Company is required to remove and reinstall a meter having an inlet connection not exceeding 1 1/4 inches in diameter, a charge as provided for in Section 14, herein, will be made. Actual cost will be charged for removal and reinstallation of any larger meter.

5.03 MULTIPLE METERING: When more than one meter installation is used to measure the service supplied to customer, a separate bill in accordance with the applicable rate schedule will be rendered for the service supplied through each meter installation.

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FEB 1 1994
94-40

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

RECEIVED

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE DEC 20 1996

MISSOURI
Public Service Commission

Company may combine consumption registered, and render a single bill, for the same class of gas service supplied to customer at customer's premises through 2 or more meter installations if, at the option of Company, such multiple metering is installed as a convenience or benefit to Company.

5.04 MULTIPLE OCCUPANCY BUILDINGS: When a building is occupied by more than one customer, Company will install as many meters as there are separate applications for service, provided the house piping is so arranged that all meters or groups of meters may be located at a central point or points and that the house piping is clearly and permanently marked to indicate the particular customer supplied by it. House piping systems designed to be supplied from separate meters shall not be interconnected.

5.05 METER READING: Company uses a plan of continuous cycle meter reading in its service area which is divided into meter reading districts. Company reserves the right to redesignate meter reading districts. Except as otherwise provided herein, each meter in each such district will be read monthly on or about the same day of the month, and such readings shall be the basis for Company's billing for gas service. Customer consumption, used for billing purposes of service rendered to customer, will be extracted utilizing an Encoder Receiver Transmitter ("ERT") module. The ERT will be attached to all meters through the Company's Automated Meter Reading ("AMR") program. Failure of Company to obtain a meter reading shall not relieve customer of the obligation to pay for all gas received. Meters which are inside the premises and on which ERT modules are not installed may be read by appointment within an agreed to hourly period between 8:00 A.M. and 5:00 P.M. on normal weekdays, Monday through Friday, at the charge provided for in Section 14 herein; and may be read between 5:00 P.M. and 9:00 P.M. Monday through Friday or between 8:00 A.M. and 5:00 P.M. on Saturday at the charge provided for in Section 14 herein, except in those situations where the safety of employees is a consideration.

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JAN 20 1997

MO PUBLIC SERVICE COMM

DATE OF ISSUE December 24, 1996
month day year

DATE EFFECTIVE January 22, 1997
month day year

ISSUED BY Charles B. Hernandez

Director, Pricing and Regulatory Affairs
Missouri Gas Energy
Kansas City, MO. 64111

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

Second Revised
First Revised

SHEET No. R-42
SHEET No. R-42

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

RECEIVED

DEC 24 1996

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

MISSOURI
Public Service Commission

Company reserves the right to discontinue service, in accordance with Sections 3.06, 3.07, and 3.08 herein, for failure or refusal of customer to provide Company personnel access within the hours of 8:00 A.M. to 5:00 P.M., Mondays through Fridays, to read meters inside buildings or to maintain ERT modules, and where such failure or refusal has resulted in at least 2 consecutive estimates of consumption. Discontinuance of service shall not be effected until Company has requested customer to provide access at a time specified which time will be within the hours of 8:00 A.M. to 5:00 P.M., Mondays through Fridays. If service is discontinued for this cause, a reconnection charge in the amount provided for in Section 14 herein, shall be paid before service is restored.

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JAN 30 1997

MO. PUBLIC SERVICE COMM

JAN 30 1997

DATE OF ISSUE December 24, 1996 DATE EFFECTIVE January 1, 1997
month day year month day year

ISSUED BY Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy
Kansas City, MO. 64111

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

Second Revised
First Revised

SHEET No. R-42.1
SHEET No. R-42.1

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas
Missouri Public

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

REC'D FEB 12 2002

5.06 METER SEALS: Seals may be placed by Company on any meter or meter enclosure. Such seals shall not be broken or disturbed by any person other than persons authorized by Company. Service Commission

5.07 EVIDENCE OF CONSUMPTION: The registration of Company's meters will be accepted and received at all times and placed as prima facie evidence of the amount of gas taken by customer.

5.08 DELIVERY PRESSURE: Company shall generally supply gas at a delivery pressure of 4 to 7 inches water column; however, Company may, at its option, deliver gas at such higher pressure as may be authorized by rules of the Commission.

If Company agrees to provide a higher deliver pressure in order to satisfy the requirements of any customer, Company reserves the right to correct volumes delivered at such higher pressures to 6.93 inches water column (4 ounces per square inch gauge) for billing purposes.

5.09 ACCURACY AND TESTS: The accuracy and testing of Company's meters shall be in accordance with the General Orders of the Commission applicable thereto.

Pursuant to the Commission's Order in Case No. GO-91-353, the Company has been granted a variance from the requirements of 4 CSR 240-10.030 (19) relating to the removal, testing and inspection of gas meters. The variance authorizes the Company to employ statistical sampling for determining when certain meters should be removed from service for testing.

Missouri Public

FILED MAR 14 2002

Service Commission

DATE OF ISSUE February 12, 2002
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DATE EFFECTIVE March 14, 2002
month day year

ISSUED BY Robert J. Hack

Vice President, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

5.10 METER TESTING: Company will, when requested in writing by a customer upon reasonable notice, test the accuracy of the meter in use by such customer; provided customer shall agree to accept the results of the tests made by Company as final. If such a test is requested by a customer within a period of one year after the date of installation or the last previous test of said meter, customer may be required by Company to make a deposit to cover the actual cost of such test. Any deposit made in compliance to the foregoing shall be refunded or credited to customer's account if the meter is found when tested to have an average error of more than 2 percent fast. If the meter is found to be less than 2 percent fast, said deposit shall be retained by Company.

5.11 BILLING ADJUSTMENT:

(A) For all billing errors, the Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments (except as provided in (B), (C) and (D) of this provision) for the period estimated to be involved as follows:

Residential Customers:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge existed not to exceed twelve consecutive billing

FILED

APR 29 1997

87-212
MO. PUBLIC SERVICE COMM

APR 29 1997

DATE OF ISSUE April 21 1997
month day year

DATE EFFECTIVE ~~APR 29 1997~~
month day year

ISSUED BY Charles B. Hernandez

Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company For All Missouri Service Areas

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE JAN 7 1994

periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

Customers Other Than Residential:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

(B) No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.

(C) Where, upon test, a meter error is found to be 2% or less, no billing adjustment will be made.

(D) When evidence of tampering is found, or misrepresentations of the use of service by the customer, the Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such a claim after determining the probable period during which such condition existed from all related and available information.

(E) When the customer has been undercharged, except as provided in (D) of this rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.

(F) If a meter malfunctions or does not register for any period, Company may estimate and charge for the gas used in conformance with (A) above by averaging the amount registered over similar periods preceding or subsequent thereto, or over corresponding periods in previous years.

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DATE OF ISSUE January 07 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

EXHIBIT 8

Missouri Gas Energy,
a Division of Southern Union Company

For All Missouri Service Areas

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE DEC 26 1996

MISSOURI
Public Service Commission

Company may combine consumption registered, and render a single bill, for the same class of gas service supplied to customer at customer's premises through 2 or more meter installations if, at the option of Company, such multiple metering is installed as a convenience or benefit to Company.

5.04 MULTIPLE OCCUPANCY BUILDINGS: When a building is occupied by more than one customer, Company will install as many meters as there are separate applications for service, provided the house piping is so arranged that all meters or groups of meters may be located at a central point or points and that the house piping is clearly and permanently marked to indicate the particular customer supplied by it. House piping systems designed to be supplied from separate meters shall not be interconnected.

5.05 METER READING: Company uses a plan of continuous cycle meter reading in its service area which is divided into meter reading districts. Company reserves the right to redesignate meter reading districts. Except as otherwise provided herein, each meter in each such district will be read monthly on or about the same day of the month, and such readings shall be the basis for Company's billing for gas service. Customer consumption, used for billing purposes of service rendered to customer, will be extracted utilizing an Encoder Receiver Transmitter ("ERT") module. The ERT will be attached to all meters through the Company's Automated Meter Reading ("AMR") program. Failure of Company to obtain a meter reading shall not relieve customer of the obligation to pay for all gas received. Meters which are inside the premises and on which ERT modules are not installed may be read by appointment within an agreed to hourly period between 8:00 A.M. and 5:00 P.M. on normal weekdays, Monday through Friday, at the charge provided for in Section 14 herein; and may be read between 5:00 P.M. and 9:00 P.M. Monday through Friday or between 8:00 A.M. and 5:00 P.M. on Saturday at the charge provided for in Section 14 herein, except in those situations where the safety of employees is a consideration.

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JAN 20 1997

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DATE OF ISSUE December 24, 1996
month day year

DATE EFFECTIVE January 22, 1997
month day year

ISSUED BY Charles B. Hernandez

Director, Pricing and Regulatory Affairs
Missouri Gas Energy
Kansas City, MO. 64111

EXHIBIT 9

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

Fourth Revised
Third Revised

SHEET No. R-34
SHEET No. R-34

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.19 COMPANY LIABILITY: Customer shall save Company harmless from all claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the service line, yard line and other necessary appurtenances to serve customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by willful default or gross negligence on the part of Company or its accredited personnel.

Company may refuse or discontinue service if an inspection or test reveals leakage, escape or loss of gas on customer's premises. Company will not be liable for any loss, damage or injury whatsoever caused by such leakage, escape or loss of gas from customer's service line, yard line, ancillary lines, house piping, appliances or other equipment.

The Company does not own, nor is it responsible for the repair or maintenance of any piping, vents, or gas utilization equipment on the delivery side of the gas meter, its related appurtenances and piping. All piping, vents or gas utilization equipment furnished by the owner/customer of the premises being served shall be suitable for the purposes hereof and the owner/customer of the premises shall be responsible for the repair and maintenance of such at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company. As with any fixture or appurtenance within premises, piping, vents or gas utilization equipment can fall, malfunction or fall into disrepair at any time and as such the owner/customer of the premises being served shall be aware of this fact, and Company shall owe customer no duty to warn of potential hazards that may exist with such facilities on the delivery side of the gas meter, its related appurtenances and piping.

The owner/customer shall be responsible at all times for the safekeeping of all Company property installed on the premises being served, and to that end shall give no one, except the Company's authorized employees, contractors or agents, access to such property. The owner/customer of the premises being served shall be liable for and shall indemnify, hold harmless and defend the Company for the cost of repairs for damage done to Company's property due to negligence or misuse of it by the owner/customer or persons on the premises affected thereby.

The Company shall not be liable for loss, damage or injury to persons or property, in any manner directly or indirectly connected with or arising out of the delivery of gas through piping or gas utilization equipment on the delivery side of the meter, which shall include but not be limited to any and all such loss, damage or injury involving piping, vents or gas utilization equipment, whether inspected or not by the Company, or occasioned by interruption, failure to commence delivery, or failure of service or delay in commencing service due to accident to or breakdown of plant, lines, or equipment, strike, riot, act of God, order of any court or judge granted in any bonafide adverse legal proceedings or action or any order of any commission or tribunal having jurisdiction; or, without limitation by the preceding enumeration, any other act or things due to causes beyond Company's control, or attributable to the negligence of the Company, its employees, contractors or agents.

DATE OF ISSUE March 28, 2007
month day year

DATE EFFECTIVE April 28, 2007
month day year
April 3, 2007

ISSUED BY Michael R. Noack

Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

GR-2006-0422

Filed
Missouri Public
Service Commission

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI AT KANSAS CITY
16th JUDICIAL CIRCUIT

Trigen-Kansas City Energy Corporation,)
)
Plaintiff,)
)
v.) Case No. 1016-CV24880
)
Missouri Gas Energy,)
a division of Southern Union Company,)
)
Defendant.

AFFIDAVIT OF DAVID N. KIRKLAND

State of Missouri)
) ss
County of Jackson)

David N. Kirkland, being first duly sworn upon his oath, states as follows:

1. My name is David N. Kirkland. I am employed by Missouri Gas Energy (“MGE”), a division of Southern Union Company, in Kansas City, Missouri as Director of Gas Supply. I am familiar with the transactions relating to MGE’s billing dispute with Trigen-Kansas City Energy Corporation (“Trigen”).
2. I have a Bachelor’s of Science degree in Civil Engineering from New Mexico State University and have attended professional development programs at the University of Colorado and the University of Michigan. I have been in the natural gas business since 1973 and have held a variety of engineering and management positions at Southern Union Gas Company, the Gas Company of New Mexico, and the Public Service Company of New Mexico. I have been employed as the Director of Gas Supply for MGE since 2002. In my current position, I am

responsible for the planning, acquisition, and management of MGE's natural gas supply and capacity portfolio.

3. Trigen is a "transportation only" customer of MGE. Trigen uses the local distribution system of MGE to transport the natural gas that it purchases from its supplier through MGE's "city gate" to Trigen's facility in downtown Kansas City. Trigen pays MGE a transportation rate based on tariffs filed with and approved by the Missouri Public Service Commission ("PSC" or "Commission").

4. Based upon sworn testimony filed in Trigen's 2008 rate case at the Commission, Case No. HR-2008-0300, I understand that Trigen uses two fuels to operate its steam and cooling energy business. Its primary fuel is coal, which is burned at its facilities at the foot of Grand Avenue in Kansas City. Trigen's secondary fuel source is natural gas.

5. Because end-users like Trigen are not always able to take precisely the amount of gas that they buy from their supplier, the PSC has approved a mechanism in MGE's tariffs that allows for a monthly true-up of any excess amounts that a company like Trigen takes or any deficiency that it fails to take.

6. The dispute in this case arose when MGE discovered in July 2008 that a computer program error had caused MGE's equipment to report only 50% of the natural gas that was delivered through two of the three meters measuring the flow of gas to Trigen. The amount at stake is approximately \$3.8 million, which consists of three charges: (1) for the natural gas taken and used by Trigen; (2) for transportation of the gas over MGE's system; and (3) an amount for retainage, all calculated pursuant to PSC-approved tariff provisions. See MGE Tariff Sheet Nos. 42-45, attached as Exhibit 1; Sheet Nos. 59-60, attached as Exhibit 2.

7. In April 2003 MGE changed the equipment that measured the flow of gas to Trigen from orifice meters to new turbine meters. Before 2003 when orifice meters were used, MGE's telemetering equipment transmitted a signal to MGE's host computer which indicated that two MCFs (thousand cubic feet) of natural gas had flowed to Trigen, when the meter had actually only measured one MCF flow of gas. To ensure an accurate reading, the host computer had been programmed to apply a 50% correction factor to the volumes transmitted to Trigen's facilities. By using this 50% factor, the host computer accurately reported the actual volume of natural gas that flowed through the meters. Up until that time, the billing records created by this system and the information transmitted to Trigen were accurate.

8. When MGE installed the turbine meters in April 2003, the new telemetering equipment from the turbine meters transmitted a signal of 1 MCF flow of natural gas for each 1 MCF measured by the meter (rather than the 2:1 orifice meter reading, which required the 50% correction factor). MGE did not, however, adjust the correction factor in the host computer that had been necessary with the old orifice meters. As a result, the 50% correction factor remained in the host computer and was applied to the turbine meter volume readings from April 2003 through June 2008.

9. The programming error was discovered in July 2008 when MGE completed upgrades to the measurement equipment located at Trigen's facility.

10. MGE provided oral notice of the billing discrepancy to Trigen on August 21, 2008. MGE and Trigen officials met on several occasions to review information about the programming error and observed the metering equipment used by MGE in August and September 2008.

11. Trigen was billed for corrected July volumes in August 2008, and has been billed for the correct amount of natural gas since that date. Trigen has not disputed the amount of the bills since the corrected bills were tendered in August 2008. Trigen has paid all of the invoices issued by MGE since that time. Therefore, the only period for which unpaid billing adjustments remain is April 2003 through June 2008.

12. Pursuant to their discussions, MGE prepared detailed calculations that set forth the amounts that Trigen owed MGE for the natural gas, transportation service, and 2% retainage. I advised Jeffrey R. Dykes of Trigen in a letter dated June 23, 2009 that Trigen owed \$3,871,399.58 and that the calculations were prepared consistent with its Commission-approved tariffs. MGE also notified the Staff of the PSC regarding the error and the amounts owed by Trigen. See Letter of David N. Kirkland (MGE) to Jeffrey R. Dykes (Trigen) (June 23, 2009), attached as Exhibit 3.

13. Mr. Dykes responded to my June 23, 2009 letter in a letter dated July 17, 2009, in which Trigen acknowledged that the MGE demand would affect Trigen's rates as a regulated public utility and the rate case that it had recently completed at the Commission. See Letter of Jeffrey R. Dykes (Trigen) to David N. Kirkland (MGE) (July 17, 2009), attached as Exhibit 4.

14. I provided Trigen with requested information regarding MGE's June 23, 2009 invoice for unbilled natural gas and natural gas service, and requested documents from Trigen in a September 21, 2009 letter. See Letter of David N. Kirkland (MGE) to Jeffrey R. Dykes (Trigen) (Sept. 21, 2009), attached as Exhibit 5.

15. Trigen's counsel noted in a letter dated October 19, 2009 that if the dispute could not be resolved, "Trigen has no other alternative but to bring this matter before the Missouri Public

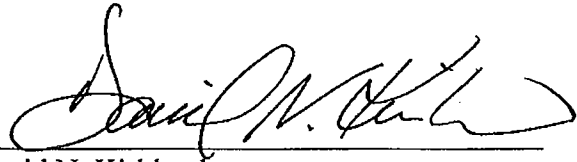
Service Commission.” See Letter of James D. Lawrence (Bryan Cave LLP) to David N. Kirkland (MGE), MGE (Oct. 19, 2009), attached as Exhibit 6.

16. MGE counsel advised Trigen of its right to file a complaint with the PSC, and provided Trigen with the relevant PSC Rule, the PSC telephone number, and the PSC website at which Trigen may obtain information on how to file a complaint electronically. See Letter of Todd J. Jacobs (MGE) to James D. Lawrence (Bryan Cave LLP) (Nov. 19, 2009), attached as Exhibit 7.

17. MGE has also offered Trigen a payment arrangement whereby the amount owed by Trigen to MGE would be repaid over a time period equal to the period of the undercharge less three months. This offer is consistent with MGE’s right to recoup undercharged amounts under its PSC-approved tariff. See MGE Tariff Sheet Nos. R-43–44 § 5.11 “Billing Adjustment,” attached as Exhibit 8. Consistent with MGE’s tariff, this offer does not include interest and eliminates three months of natural gas and natural gas service that Trigen used but did not pay for.

18. The parties have established a payment arrangement whereby Trigen will make a lump sum payment in the amount of \$325,000.00 to MGE regarding past due amounts of \$3,823,738.08 owed to MGE by Trigen, and whereby Trigen will make forty-nine monthly installment payments to MGE until the balance of the \$3,823,738.08 that is owed is satisfied or the matter is resolved by other action or settlement. This payment arrangement is consistent with MGE’s tariffs, PSC regulations, and Missouri law.

I have knowledge of the matters set forth herein. I hereby swear and affirm that the foregoing is true and accurate to the best of my knowledge, information and belief.



David N. Kirkland

Subscribed and sworn to before me this 16th day of September, 2010.



Notary Public

My commission expires:

11-14-11



ANGELA ANN WEBER
My Commission Expires
November 14, 2011
Cass County
Commission #07983864

EXHIBIT 1

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE
LV

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Delivery Charge, the Contract Demand Charge, and the EGM Charge. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Rate

Fixed Monthly Charge: \$872.12 per month

Volumetric Delivery Charge:

For all gas delivered during the billing months of November through March:

\$ 0.05434 per Ccf for the first 30,000 Ccf delivered, plus
\$ 0.04265 per Ccf for all additional gas delivered.

For all gas delivered during the billing months of April through October:

\$ 0.03437 per Ccf for the first 30,000 Ccf delivered, plus
\$ 0.02268 per Ccf for all additional gas delivered.

Contract Demand Charge: The Contract Demand rate as set forth in the Purchased Gas Adjustment schedule Sheet 24.3.

Maximum Delivery Charge: The delivery charge as stated above.

Minimum delivery Charge: The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions. In no event may the minimum delivery charge be below an amount equivalent to:

Basic service charge plus \$0.0005 per Ccf.

DATE OF ISSUE February 16, 2010
month day year

DATE EFFECTIVE February 28, 2010
~~March 18, 2010~~
month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company
Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

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LARGE VOLUME SERVICE
LV

AUG 11 1997

NET MONTHLY BILL

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Public Service Commission

Rate (continued)

The Purchased Gas Adjustment (PGA) rate applicable to the consumption by customers who are required or who have elected to have electronic gas measuring (EGM) equipment installed, shall be billed at the PGA rate in effect during the billing cycle. For billing cycles which have multiple PGA rates, the respective rates will be applied to the consumption measured by EGM for the periods in which the consumption occurred.

The Company may from time to time at its sole discretion reduce its charge for transportation service by any amount down to the minimum transportation charge for customers who have alternative energy sources, which on an equivalent BTU basis, can be shown to be less than the sum of the Company's transportation rate and the cost of natural gas available to the customer.

Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to re-establish service to a previous customer or to acquire new customers.

The Company will reduce its transportation rate on a case by case basis only after the customer demonstrates to the Company's satisfaction that a feasible alternative energy source exists.

If the Company reduces its transportation charge hereunder, it may, unless otherwise provided for by contract upon 2 days notice to the customer, further adjust that price within the rates set forth above.

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SEP 1 1997

DATE OF ISSUE August 11, 1997
month day year

DATE EFFECTIVE September 1, 1997
month day year

ISSUED BY Charles B. Hernandez

Director, Pricing and Regulatory Affairs
Missouri Gas Energy
Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

<u>LARGE VOLUME SERVICE</u> <u>LV</u>
<u>NET MONTHLY BILL (continued)</u> <u>Unauthorized Use</u> In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline transportation contract, or during a local distribution system curtailment as specified in the Company's General Terms and Conditions or in the event of a zero monthly nomination, then all deliveries to the customer, in excess of any contracted Contract Demand level shall be considered unauthorized use and shall be billed unauthorized use charges, as described in the Transportation Provisions schedule (TRPR). The Company shall use its best efforts to provide advance notice of operational orders and curtailments to the customer. <u>Delayed Payment Charge</u> 0.5% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulations.

DATE OF ISSUE September 24, 2004
month day year

DATE EFFECTIVE October 24, 2004
month day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company
Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

LARGE VOLUME SERVICE
LV

OTHER TERMS AND CONDITIONS

1. The transporting customer shall, at all times, cause gas to be delivered to a delivery location (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company. All gas delivered to the Company, at any time, for transportation to the customer's end use location must be delivered to the delivery location from which the Company is physically able to receive the gas and ultimately redeliver such volume to the customer's facilities.

The Company will not accept gas from an existing transportation customer, or accept a new local distribution system transportation customer, where such customer causes gas to be delivered to a delivery location which could jeopardize, at any time, delivery of gas purchased by the Company for resale to its firm customers.

The Company shall retain all records associated with its decision to deny a customer transportation service and/or to deny service at any specific delivery location. The Company will provide an explanation of its decision and supporting documentation to the customer upon request. The Company will also provide pertinent records to the staff of the Missouri Public Service Commission and the Office of Public Counsel upon request, subject to claims of privilege.

2. Service hereunder is further subject to the following terms and conditions as approved by the Missouri Public Service Commission:
 1. General Terms and Conditions (GTC).
 2. Transportation Provisions (TRPR).
 3. Electronic Gas Measurement Equipment (EGM).
 4. Infrastructure Replacement Surcharge (ISRS).

DATE OF ISSUE September 24, 2004
month day year

DATE EFFECTIVE October 24, 2004
month day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

GR-2004-0209

FILED
MO PSC

EXHIBIT 2

REC'D OCT 23 2003

Missouri Gas Energy,
a Division of Southern Union Company
Name of Issuing Corporation

For: All Missouri Service Areas
Service Commission
Community, Town or City

TRANSPORTATION PROVISIONS

TRPR

- A. REQUIREMENTS FOR TRANSPORTATION SERVICE: The provisions of this schedule apply to the transportation service provided to customers qualified to receive such service, in accordance with the Company's applicable rate schedules.
- (1) Company's Responsibility: Company shall deliver to a customer volumes of gas which are thermally equivalent to the volumes of gas received for the customer at a receipt point, less any amount retained by Company according to Section A-6 Retainage.
 - (2) Customer's Responsibility: A customer, by taking service under a transportation service rate schedule, warrants and agrees that:
 - (a) Gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances and shall indemnify and save the Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas,
 - (b) Company shall not be responsible in any way for damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to receipt into Company's facilities or after delivery to the customer, and
 - (c) The customer's gas shall at all times remain vested in the customer.
 - (3) Customer's Agent: Agents shall be allowed to deliver gas to Company's system for a transportation service customer.
 - (a) Agent's Responsibilities: An agent arranging for delivery of gas for a transportation service customer must receive Company authorization prior to delivering gas to Company's system. Agents may obtain Company authorization to aggregate balancing as described in Section A-4 Aggregation by entering into a signed agreement with Company, which shall acknowledge the agent's responsibilities under Section A-9 Cash Out and Section B-6 Penalties for Unauthorized Usage.

DATE OF ISSUE: October 23 2003
Month Day Year

DATE EFFECTIVE: ~~November 21 2003~~
Month Day Year
NOV 01 2003

ISSUED BY: Robert J. Hack

Vice President, Pricing and Regulatory Affairs
Missouri Gas Energy
Kansas City, MO. 64111

Missouri Public
Service Commission
GT-04-49
FILED NOV 01 2003

Missouri Gas Energy,
a Division of Southern Union Company
Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

TRANSPORTATION PROVISIONS
TRPR

- (b) Affidavit: A customer to be represented by an agent must provide Company with an affidavit identifying its agent. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company.
- (c) Billing: Company may accept payment from the customer's agent; however, the customer shall continue to be responsible for all charges on the account. In the event of any billing dispute, Company shall notify the customer directly and shall not be required to notify the customer's agent.
- (4) Aggregation: Customers' agents shall be allowed to aggregate their customers' usages for purposes of nominating and balancing transportation deliveries on the same pipeline.
 - (a) Aggregation Groups (Pools): An agent shall establish its customers within each aggregation area into a pool or pools. Customers may not belong to more than one pool. Customers not assigned to a pool shall be individually balanced.
 - (b) Changes to Pools: Company must receive changes to pools, in writing, no later than four (4) business days prior to the end of each month. Changes shall become effective on the first day of the following month except that pools shall be as designated prior to the first effective day of an OFO or POC. In the event an OFO or POC overlaps the end of one month and the beginning of another, no changes to pools will become effective until the first day of the month following.
 - (c) Monthly Imbalances: The agent selecting pooling or individual customers not belonging to a pool shall be responsible for clearing the monthly imbalance according to Section A-9, Cash Out.
- (5) Nominations: A transportation service customer or the customer's agent shall be responsible for nominating volumes of gas to be received by Company for delivery to the delivery point in order to meet customer's or pool's daily requirement for flowing gas plus retainage.

DATE OF ISSUE February 16, 2010
month day year

DATE EFFECTIVE February 28, 2010
~~March 18, 2010~~
month day year

ISSUED BY Michael R. Noack

Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO 64111

Missouri Gas Energy,
a Division of Southern Union Company
Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

<u>TRANSPORTATION PROVISIONS</u>	
<u>TRPR</u>	
<p>(6) <u>Retainage</u>: The gas retained by the Company shall be two percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas; provided however, that upon agreement of the Company and customer in situations where actual lost and unaccounted for gas attributable to facilities serving the customer may be measured accurately, such actual measurement may be used in lieu of the two percent retainage otherwise provided in this subsection.</p>	<p>+ + + + +</p>
<p>(7) <u>Daily Quantity of Transportation Service Gas</u>: The customer will, as nearly as practicable, have delivered to the Company, and shall take redelivery from Company at the same uniform rate. Variations in such deliveries or redeliveries which cause the Company operating problems of any kind shall give the Company the right to discontinue receipts of such gas until such variations are corrected.</p>	
<p>(8) <u>Quality and Pressure of Transportation Service Gas</u>: The gas delivered by a producer, supplier or pipeline to the Company for transportation to the customer or the customer's agent shall conform to the standards prescribed in the Company's applicable rate schedules and General Terms and Conditions and shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is. Company may refuse to receive gas not meeting the quality requirements of Section A-8-a <u>Specifications</u>. Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove the customer's obligation to deliver gas meeting those specifications:</p> <p style="margin-left: 40px;">(a) <u>Specifications</u>: Unless stated otherwise in specific agreements, gas shall conform to the following specifications:</p> <p style="margin-left: 80px;">(i). It shall not contain more than one (1) grain of hydrogen sulfide per 100 cubic feet, nor more than twenty (20) grains of total sulphur per 100 cubic feet,</p> <p style="margin-left: 80px;">(ii). Its temperature shall not exceed 70° Fahrenheit</p>	
<p>* Indicates new rate or text; + Indicates change</p>	

DATE OF ISSUE: September 20, 2007
Month Day Year

DATE EFFECTIVE: October 20, 2007
Month Day Year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs
Missouri Gas Energy
Kansas City, MO. 64111

EXHIBIT 3



MISSOURI GAS ENERGY

3420 Broadway • Kansas City, MO • 64111-2404 • (816) 360-5768

DAVID N. KIRKLAND
Director, Gas Supply

Jeff Dykes
Trigen Kansas City Energy
115 Grand Boulevard
Kansas City, MO 64106

CERTIFIED MAIL

June 23, 2009

Dear Mr. Dykes:

Missouri Gas Energy ("MGE") has determined that Trigen Energy (Trigen) was not billed for \$3,871,399.58 of natural gas and natural gas service received from April 2003 to June 2008. Trigen also withheld \$5,046.29 of payment from its August 2008 bill. MGE demands payment for these items totaling \$3,876,445.87. MGE has enclosed an invoice in the amount of 3,871,399.58 for unbilled natural gas and gas service.

MGE initially contacted Trigen in August 2008 regarding the unbilled volumes, followed by a series of meetings with Trigen personnel addressing the matter. As we informed you in our 2008 meetings, when MGE installed new meters at your facility in April 2003, a programming error caused the electronic reporting equipment to indicate only half of the natural gas delivered to your facility through two of the three meters measuring gas at your Kansas City facility. The reporting error was discovered in July 2008 when MGE made additional changes to the measurement equipment at your facility.

After a review, we have determined that you were billed for approximately half of the total natural gas delivered during this period. You and members of your staff have been provided with information about this measurement equipment programming error, have been allowed to observe the equipment used by MGE, and have consulted and met with MGE personnel multiple times on this issue. Beginning with the discovery of the reporting error in July 2008, you have received bills reflecting actual gas volumes as reflected on the July 2008 bill and subsequent monthly invoices.

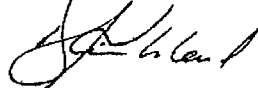
Until this matter is resolved, please take steps to identify and preserve any records relating to natural gas service and use at Trigen's facilities during the last seven years. Such records include, but are not limited to, gas usage data, gas efficiency data, "pad reads," maintenance records on natural gas equipment, service records on natural gas

equipment, any investigation documents regarding this matter, photographs, field reports, logs, and any other related records.

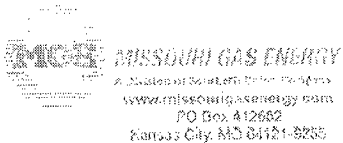
Please do not hesitate to contact me if you have any questions regarding this correspondence. Supporting the invoice, I have attached spreadsheets and descriptive information that provide detail on the amounts billed. This billing may be subject to regulatory review and, consequently, MGE reserves all rights and remedies related to this matter, including seeking additional amounts that may result from such a review or for franchise fees or other charges.

Thank you for your attention and assistance to this matter.

Best Regards,

A handwritten signature in black ink, appearing to read "D. Kirkland", written in a cursive style.

David Kirkland
Director of Gas Supply
Missouri Gas Energy



Account number: 0000018655
Customer Name: TRIGEN ENERGY CO
Service Address: 115 GRAND BLVD
KANSAS CITY, MO 64106
Statement Date: June 24, 2009

Billing Statement:

Unbilled Volumes from April 2003-June2008	\$	3,612,483.81	
Retainage-- 2%	\$	73,724.16	(MGE Tariff Sheet No. 60)
Transport Fee	\$	177,595.33	(MGE Tariff Sheet No. 42)
SSSC Commodity Transport Cost	\$	7,596.28	
Total Due MGE by July 24, 2009	\$	3,871,399.58	

Detach and mail this portion with your payment. Please make checks payable to MGE and please do not mail cash. Paystations require bill when paying.

Account Number: 0000018655 41/00033/07/IB

Please pay by July 24, 2009
\$ 3,871,399.58

TRIGEN ENERGY CO
ATTN: RICK HARMON
115 GRAND BLVD
KANSAS CITY, MO 64106-1013

MISSOURI GAS ENERGY
PO BOX 219255
KANSAS CITY, MO 64121-9255

Missouri Gas Energy
Explanation of Trigen Energy Unbilled Volumes
April 2003 to June 2008

The total bill to Trigen Energy is made up of the following components:

Total Gas Cost per Month (Table 1 – total of Column F)
Total SSC Pipeline Commodity Transport Cost (Table 1 – total of Column G)
MGE Total Transport Fee per Month (Table 1 – total of Column J)
Retainage (Table 2 – total of Column E)

Table 1 – Unbilled Summary

This spreadsheet identifies the Unbilled Volumes for Trigen, from July 2003 to June 2008 (Column B). The volumes are in MCF and are adjusted to include the Btu Factor (Column C) which changes the volume structure from MCF to MMBtu. To obtain the "Total Gas Cost per Month" (Column F) the Unbilled Volumes in MMBtu (Column D) are multiplied by the Index Price (Column E) for each month. Missouri Gas Energy's Tariff Sheet No. 61.3 has an explanation of how the Index Price is derived.

The "SSC Pipeline Commodity Transport Cost" (Column G) is Missouri Gas Energy's cost for moving gas on Southern Star Central's Pipeline.

The "MGE Transport Fee Rate" (Column I) is the volumetric delivery charge for all gas delivered to the customer. This is a seasonal/tiered rate. The "MGE Transport Fee per Month" (Column J) is the Unbilled Volume in CCF multiplied by the MGE Transport Fee Rate. Missouri Gas Energy's Tariff Sheet No. 42 explains the structure.

Table 2 – Unbilled Calculations

This shows the additional volume and cost for Retainage. The Unbilled Volumes in MMBtu (Column B) are factored by 2% to calculate the Retainage MMBtu (Column C). The Retainage MMBtu is multiplied by the Index Price (Column D) to determine the Retainage Cost (Column E). Missouri Gas Energy's Tariff Sheet No. 60 describes Retainage.

TRIGEN ENERGY COMPANY
UNBILLED SUMMARY
APRIL 2003 TO JUNE 2008
Table 1

Missouri Gas Energy
Account Number 0000018655

A	B	C	D	E		G	H	I		J
				B*C=D	D*E=F			B*10=H	H*I=J	
DATE	UNBILLED VOLUMES IN MCF	BTU FACTOR	UNBILLED VOLUMES MMBTU	GAS COST INDEX PRICE PER MMBTU	TOTAL GAS COST PER MONTH	SSC PIPELINE COMMODITY TRANSPORT COST	UNBILLED VOLUME TO BE BILLED IN CCF	MGE TRANSPORT FEE RATE	MGE TRANSPORT FEE PER MONTH	
Apr-03	9,833	1.0032 & 1.0031	9,864	\$ 4.82	\$ 47,546.67	\$ 186.44	98,330	\$ 0.01865	\$ 1,833.85	
May-03	178	1.0115	180	\$ 5.55	\$ 999.28	\$ 3.40	1,780	\$ 0.01865	\$ 33.20	
Jun-03	198	1.0257	203	\$ 5.18	\$ 1,052.00	\$ 3.84	1,980	\$ 0.01865	\$ 36.93	
Jul-03	125	1.0084	126	\$ 4.56	\$ 574.79	\$ 2.38	1,250	\$ 0.01865	\$ 23.31	
Aug-03	238	1.0085	240	\$ 4.80	\$ 1,152.11	\$ 4.54	2,380	\$ 0.01865	\$ 44.39	
Sep-03	881	1.0033	884	\$ 4.32	\$ 3,731.79	\$ 18.33	8,610	\$ 0.01865	\$ 160.58	
Oct-03	5,138	1.0093	5,184	\$ 4.21	\$ 21,823.65	\$ 97.97	51,360	\$ 0.01865	\$ 957.96	
Nov-03	396	1.0092	402	\$ 4.40	\$ 1,767.31	\$ 7.59	3,980	\$ 0.03507	\$ 139.58	
Dec-03	3,285	1.0121	3,325	\$ 5.65	\$ 18,784.83	\$ 62.84	32,850	\$ 0.03507	\$ 1,152.05	
Jan-04	32,785	1.0111	33,149	\$ 5.27	\$ 174,694.77	\$ 626.51	327,850	\$ 0.03507	\$ 11,497.70	
Feb-04	6,643	1.0212	6,784	\$ 4.68	\$ 31,748.33	\$ 128.21	68,430	\$ 0.03507	\$ 2,329.70	
Mar-04	3,595	1.0035	3,608	\$ 4.95	\$ 17,857.53	\$ 68.18	35,950	\$ 0.03507	\$ 1,260.77	
Apr-04	2,614	0.9954	2,602	\$ 5.42	\$ 14,102.71	\$ 49.18	26,140	\$ 0.01865	\$ 487.51	
May-04	2,138	0.9963	2,130	\$ 6.10	\$ 12,993.56	\$ 40.28	21,380	\$ 0.01865	\$ 398.74	
Jun-04	721	0.9848	710	\$ 5.88	\$ 4,175.04	\$ 13.42	7,210	\$ 0.01865	\$ 134.47	
Jul-04	659	0.9717	640	\$ 5.70	\$ 3,650.00	\$ 12.10	6,590	\$ 0.01865	\$ 122.90	
Aug-04	3,008	0.9717	2,924	\$ 4.79	\$ 14,005.22	\$ 55.28	30,090	\$ 0.01865	\$ 561.18	
Sep-04	1,305	0.9848	1,285	\$ 4.78	\$ 6,143.08	\$ 24.29	13,050	\$ 0.01865	\$ 243.38	
Oct-04	9,354	1.0056	9,408	\$ 7.07	\$ 66,503.12	\$ 177.78	93,540	\$ 0.02174	\$ 2,033.56	
Nov-04	7,985	0.9510	7,579	\$ 6.23	\$ 47,220.25	\$ 96.26	79,850	\$ 0.04088	\$ 3,256.09	
Dec-04	29,795	1.0027	29,875	\$ 5.81	\$ 173,576.34	\$ 379.42	297,950	\$ 0.04088	\$ 12,180.20	
Jan-05	83,200	1.0030	83,390	\$ 5.76	\$ 385,124.10	\$ 805.05	832,000	\$ 0.04088	\$ 25,836.16	
Feb-05	22,634	1.0051	22,749	\$ 5.67	\$ 128,989.29	\$ 288.92	228,340	\$ 0.04088	\$ 9,252.78	
Mar-05	470	1.0004	470	\$ 6.59	\$ 3,088.54	\$ 5.97	4,700	\$ 0.04088	\$ 192.14	
Apr-05	6,744	0.9882	6,651	\$ 6.48	\$ 43,096.04	\$ 84.47	67,440	\$ 0.02174	\$ 1,466.15	
May-05	782	0.9702	738	\$ 5.85	\$ 4,324.88	\$ 9.39	7,620	\$ 0.02174	\$ 165.66	
Jun-05	2,889	1.0072	2,910	\$ 6.51	\$ 18,942.80	\$ 36.95	28,890	\$ 0.02174	\$ 628.07	
Jul-05	6,406	0.9899	6,213	\$ 6.65	\$ 41,317.84	\$ 78.91	64,060	\$ 0.02174	\$ 1,392.66	
Aug-05	8,879	0.9823	8,544	\$ 8.51	\$ 72,711.67	\$ 108.50	88,790	\$ 0.02174	\$ 1,930.29	
Sep-05	10,013	0.9601	9,813	\$ 10.19	\$ 97,961.37	\$ 122.09	100,130	\$ 0.02174	\$ 2,176.83	
Oct-05	7,215	0.9743	7,030	\$ 10.73	\$ 75,427.33	\$ 89.28	72,150	\$ 0.02174	\$ 1,588.54	
Nov-05	9,467	1.0140	9,600	\$ 8.71	\$ 83,611.98	\$ 121.91	94,670	\$ 0.04088	\$ 3,873.11	
Dec-05	12,222	1.0237	12,512	\$ 8.70	\$ 108,851.45	\$ 158.90	122,220	\$ 0.04088	\$ 4,996.35	
Jan-06	1,627	1.0143	1,650	\$ 6.82	\$ 11,254.81	\$ 20.98	1,6270	\$ 0.04088	\$ 665.12	
Feb-06	8,117	1.0208	8,284	\$ 8.24	\$ 51,693.47	\$ 105.21	81,170	\$ 0.04088	\$ 3,318.23	
Mar-06	9,974	1.0193	10,168	\$ 5.82	\$ 59,189.02	\$ 128.73	99,740	\$ 0.04088	\$ 4,077.37	
Apr-06	1,494	1.0143	1,515	\$ 5.75	\$ 8,713.34	\$ 19.25	14,940	\$ 0.02174	\$ 324.80	
May-06	18,789	1.0128	19,028	\$ 5.05	\$ 98,098.97	\$ 241.37	18,780	\$ 0.02174	\$ 4,084.73	
Jun-06	6,363	1.0218	6,502	\$ 5.22	\$ 33,938.94	\$ 82.57	63,630	\$ 0.02174	\$ 1,383.32	
Jul-06	10,569	1.0167	10,748	\$ 6.16	\$ 66,192.29	\$ 136.47	10,560	\$ 0.02174	\$ 2,297.70	
Aug-06	25,193	1.0200	25,697	\$ 6.81	\$ 149,298.76	\$ 326.35	25,190	\$ 0.02174	\$ 5,476.98	
Sep-06	7,718	1.0213	7,882	\$ 3.52	\$ 27,746.02	\$ 100.11	7,710	\$ 0.02174	\$ 1,677.89	
Oct-06	400	1.0136	405	\$ 6.42	\$ 2,602.92	\$ 5.15	4,000	\$ 0.03294	\$ 131.78	
Nov-06	11,624	1.0142	11,789	\$ 6.66	\$ 78,515.14	\$ 149.72	11,620	\$ 0.04088	\$ 4,751.89	
Dec-06	5,319	1.0164	5,406	\$ 5.51	\$ 29,788.34	\$ 68.66	5,310	\$ 0.04088	\$ 2,174.41	
Jan-07	21,581	1.0219	22,033	\$ 6.82	\$ 150,266.33	\$ 279.82	21,580	\$ 0.04088	\$ 8,814.14	
Feb-07	29,942	1.0187	30,502	\$ 6.88	\$ 203,142.76	\$ 387.37	29,940	\$ 0.04088	\$ 12,240.29	
Mar-07	7,085	1.0180	7,213	\$ 6.07	\$ 43,780.06	\$ 97.60	7,080	\$ 0.04088	\$ 2,886.35	
Apr-07	10,280	1.0162	10,447	\$ 6.61	\$ 69,051.60	\$ 132.67	10,280	\$ 0.02174	\$ 2,234.87	
May-07	3,038	1.0204	3,100	\$ 8.87	\$ 21,296.75	\$ 39.37	3,030	\$ 0.02174	\$ 660.46	
Jun-07	17,884	1.0175	18,299	\$ 6.04	\$ 110,524.27	\$ 232.39	17,880	\$ 0.02174	\$ 3,909.72	
Jul-07	8,846	1.0235	9,054	\$ 5.24	\$ 47,442.34	\$ 114.98	8,840	\$ 0.02174	\$ 1,923.12	
Aug-07	4,056	1.0248	4,157	\$ 4.74	\$ 19,702.23	\$ 52.79	4,050	\$ 0.02174	\$ 881.77	
Sep-07	2,581	1.0203	2,634	\$ 5.33	\$ 14,035.99	\$ 33.44	2,580	\$ 0.02174	\$ 561.11	
Oct-07	8,879	1.0198	9,015	\$ 6.21	\$ 43,564.42	\$ 89.09	8,870	\$ 0.02174	\$ 1,495.49	
Nov-07	1,663	1.0092	1,676	\$ 6.20	\$ 10,405.46	\$ 21.31	1,660	\$ 0.04088	\$ 678.83	
Dec-07	5,763	1.0112	5,828	\$ 6.21	\$ 36,189.06	\$ 74.01	5,760	\$ 0.04088	\$ 2,355.91	
Jan-08	10,192	1.0115	10,308	\$ 7.30	\$ 75,257.22	\$ 130.93	10,190	\$ 0.04088	\$ 4,166.49	
Feb-08	10,873	1.0129	11,013	\$ 8.03	\$ 88,436.49	\$ 139.87	10,870	\$ 0.04088	\$ 4,444.88	
Mar-08	2,094	1.0112	2,117	\$ 8.25	\$ 17,488.99	\$ 26.89	2,090	\$ 0.04088	\$ 858.03	
Apr-08	5,656	1.0031	5,674	\$ 9.54	\$ 54,125.51	\$ 72.05	5,650	\$ 0.02174	\$ 1,229.61	
May-08	770	1.0221	787	\$ 9.72	\$ 7,649.81	\$ 9.87	770	\$ 0.02174	\$ 167.40	
Jun-08	24,609	1.0125	24,917	\$ 11.14	\$ 277,571.06	\$ 316.43	24,600	\$ 0.02174	\$ 5,350.00	
TOTAL	552,795		557,350		\$ 3,612,483.81	\$ 7,596.28	5,627,950		\$ 177,595.33	

Total Gas Cost Per Month \$ 3,612,483.81 Table 1
 Total SSC Pipeline Commodity Transport Cost \$ 7,596.28 Table 1
 Total Transport Fee per Month \$ 177,595.33 Table 1
 Retainage \$ 73,724.16 Table 2
TOTAL UNBILLED \$ 3,871,399.58

TRIGEN ENERGY COMPANY
UNBILLED CALCULATIONS
APRIL 2003 TO JUNE 2008
Table 2

Missouri Gas Energy
Account Number 0000018655

A	B	C	D	E	F	G
Date	Unbilled Volumes MMBtu	MGE Tariff Sheet No. 60 Retainage MMBtu	Gas Cost Index Price Per MMBtu	C*D=E Retainage Cost	See Table 1 Total Gas Cost Per Month	See Table 1 SSC Pipeline Commodity Transport
Apr-03	9,864	201.32	\$ 4.82	\$ 970.34	\$ 47,546.67	\$ 186.44
May-03	180	3.67	\$ 5.55	\$ 20.39	\$ 999.26	\$ 3.40
Jun-03	203	4.14	\$ 5.18	\$ 21.47	\$ 1,052.00	\$ 3.84
Jul-03	126	2.57	\$ 4.56	\$ 11.73	\$ 574.79	\$ 2.38
Aug-03	240	4.90	\$ 4.80	\$ 23.51	\$ 1,152.11	\$ 4.54
Sep-03	864	17.63	\$ 4.32	\$ 76.16	\$ 3,731.79	\$ 16.33
Oct-03	5,184	105.79	\$ 4.21	\$ 445.38	\$ 21,823.65	\$ 97.97
Nov-03	402	8.20	\$ 4.40	\$ 36.07	\$ 1,767.31	\$ 7.59
Dec-03	3,325	67.85	\$ 5.65	\$ 383.36	\$ 18,784.83	\$ 62.84
Jan-04	33,149	676.51	\$ 5.27	\$ 3,565.29	\$ 174,694.77	\$ 626.51
Feb-04	6,784	138.45	\$ 4.68	\$ 647.93	\$ 31,748.33	\$ 128.21
Mar-04	3,608	73.62	\$ 4.95	\$ 364.44	\$ 17,857.53	\$ 68.18
Apr-04	2,602	53.10	\$ 5.42	\$ 287.81	\$ 14,102.71	\$ 49.18
May-04	2,130	43.47	\$ 6.10	\$ 265.17	\$ 12,993.55	\$ 40.26
Jun-04	710	14.49	\$ 5.88	\$ 85.20	\$ 4,175.04	\$ 13.42
Jul-04	640	13.07	\$ 5.70	\$ 74.49	\$ 3,650.00	\$ 12.10
Aug-04	2,924	59.67	\$ 4.79	\$ 285.82	\$ 14,005.22	\$ 55.26
Sep-04	1,285	26.23	\$ 4.78	\$ 125.37	\$ 6,143.08	\$ 24.29
Oct-04	9,406	191.97	\$ 7.07	\$ 1,357.21	\$ 66,503.12	\$ 177.78
Nov-04	7,579	154.68	\$ 6.23	\$ 963.68	\$ 47,220.25	\$ 96.26
Dec-04	29,875	609.70	\$ 5.81	\$ 3,542.37	\$ 173,576.34	\$ 379.42
Jan-05	63,390	1,293.67	\$ 5.76	\$ 7,451.51	\$ 365,124.10	\$ 805.05
Feb-05	22,749	464.27	\$ 5.67	\$ 2,632.43	\$ 128,989.29	\$ 288.92
Mar-05	470	9.60	\$ 6.59	\$ 63.24	\$ 3,098.54	\$ 5.97
Apr-05	6,651	135.73	\$ 6.48	\$ 879.55	\$ 43,098.04	\$ 84.47
May-05	739	15.09	\$ 5.85	\$ 88.26	\$ 4,324.86	\$ 9.39
Jun-05	2,910	59.38	\$ 6.51	\$ 386.59	\$ 18,942.80	\$ 36.95
Jul-05	6,213	126.80	\$ 6.65	\$ 843.22	\$ 41,317.64	\$ 78.91
Aug-05	8,544	174.37	\$ 8.51	\$ 1,483.91	\$ 72,711.67	\$ 108.50
Sep-05	9,613	196.19	\$ 10.19	\$ 1,999.21	\$ 97,961.37	\$ 122.09
Oct-05	7,030	143.46	\$ 10.73	\$ 1,539.33	\$ 75,427.33	\$ 89.28
Nov-05	9,600	195.91	\$ 8.71	\$ 1,706.37	\$ 83,611.98	\$ 121.91
Dec-05	12,512	255.34	\$ 8.70	\$ 2,221.46	\$ 108,851.45	\$ 158.90
Jan-06	1,650	33.68	\$ 6.82	\$ 229.69	\$ 11,254.81	\$ 20.96
Feb-06	8,284	169.07	\$ 6.24	\$ 1,054.97	\$ 51,693.47	\$ 105.21
Mar-06	10,166	207.48	\$ 5.82	\$ 1,207.53	\$ 59,169.02	\$ 128.73
Apr-06	1,515	30.93	\$ 5.75	\$ 177.82	\$ 8,713.34	\$ 19.25
May-06	19,029	388.36	\$ 5.05	\$ 1,961.20	\$ 96,098.97	\$ 241.67
Jun-06	6,502	132.69	\$ 5.22	\$ 692.63	\$ 33,938.94	\$ 82.57
Jul-06	10,746	219.30	\$ 6.16	\$ 1,350.86	\$ 66,192.29	\$ 136.47
Aug-06	25,697	524.43	\$ 5.81	\$ 3,046.91	\$ 149,298.76	\$ 326.35
Sep-06	7,882	160.87	\$ 3.52	\$ 566.25	\$ 27,746.02	\$ 100.11
Oct-06	405	8.27	\$ 6.42	\$ 53.12	\$ 2,602.92	\$ 5.15
Nov-06	11,789	240.59	\$ 6.66	\$ 1,602.35	\$ 78,515.14	\$ 149.72
Dec-06	5,406	110.33	\$ 5.51	\$ 607.93	\$ 29,788.34	\$ 68.66
Jan-07	22,033	449.66	\$ 6.82	\$ 3,066.66	\$ 150,266.33	\$ 279.82
Feb-07	30,502	622.49	\$ 6.66	\$ 4,145.77	\$ 203,142.76	\$ 387.37
Mar-07	7,213	147.19	\$ 6.07	\$ 893.47	\$ 43,780.06	\$ 91.60
Apr-07	10,447	213.19	\$ 6.61	\$ 1,409.22	\$ 69,951.60	\$ 132.67
May-07	3,100	63.26	\$ 6.87	\$ 434.63	\$ 21,296.75	\$ 39.37
Jun-07	18,299	373.44	\$ 6.04	\$ 2,255.80	\$ 110,524.27	\$ 232.39
Jul-07	9,054	184.77	\$ 5.24	\$ 968.21	\$ 47,442.34	\$ 114.98
Aug-07	4,157	84.83	\$ 4.74	\$ 402.09	\$ 19,702.23	\$ 52.79
Sep-07	2,633	53.74	\$ 5.33	\$ 286.45	\$ 14,036.99	\$ 33.44
Oct-07	7,015	143.17	\$ 6.21	\$ 889.07	\$ 43,564.42	\$ 89.09
Nov-07	1,678	34.25	\$ 6.20	\$ 212.36	\$ 10,405.46	\$ 21.31
Dec-07	5,828	118.93	\$ 6.21	\$ 738.55	\$ 36,189.06	\$ 74.01
Jan-08	10,309	210.39	\$ 7.30	\$ 1,535.86	\$ 75,257.22	\$ 130.93
Feb-08	11,013	224.76	\$ 8.03	\$ 1,804.83	\$ 88,436.49	\$ 139.87
Mar-08	2,117	43.21	\$ 8.25	\$ 356.51	\$ 17,468.99	\$ 26.89
Apr-08	5,674	115.79	\$ 9.54	\$ 1,104.60	\$ 54,125.51	\$ 72.05
May-08	787	16.06	\$ 9.72	\$ 156.12	\$ 7,649.81	\$ 9.87
Jun-08	24,917	508.50	\$ 11.14	\$ 5,664.72	\$ 277,571.06	\$ 316.43
Totals 63 Months	557,350	11,374.48		\$ 73,724.16	\$ 3,612,483.81	\$ 7,596.28

EXHIBIT 4



Trigen-Kansas City Energy Corporation
115 Grand Boulevard
Kansas City, MO 64106
T: 816.889.4900 F: 816.842.4272
www.trigen.com

July 17, 2009

David N. Kirkland
Director, Gas Supply
Missouri Gas Energy
3420 Broadway
Kansas City, MO 64111-2404

Re: June 23, 2009 Letter to Trigen Kansas City Energy

Dear Mr. Kirkland:

Trigen-Kansas City Energy Corporation ("Trigen") is in receipt of your letter dated June 23, 2009, and accompanying invoice, alleging "unbilled natural gas and gas service" in an aggregate amount of \$3,871,399.58. As I am sure you can appreciate, Trigen has a number of questions regarding an invoice of this size for natural gas allegedly delivered between April 2003 and June 2008.

At the outset, please be advised that Trigen disputes the entirety of the \$3,871,399.58 and is greatly disappointed by Missouri Gas Energy's ("MGE") demand for payment. First, Trigen finds it odd that MGE would wait one full year between its purported discovery of the underbilling and notification to Trigen of the amount at issue. Second, Trigen is greatly surprised that MGE would simply submit an invoice for the full amount of the alleged underbilling without prior communication with Trigen.

As you know, Trigen is a regulated utility and only recently went through the costly and time consuming process of changing the rates it charges its customers. Trigen's rate case would have been appreciably different had Trigen known that MGE intended to tender a nearly \$4,000,000 invoice, let alone that Trigen's future estimates of the costs of natural gas use would be approximately 50% too low. Compounding these obstacles, Trigen has likely lost the ability to seek reimbursement from its customers of the amounts MGE now seeks.

Nevertheless, Trigen desires to better understand the almost four million dollar invoice submitted by MGE. To this end, Trigen requests that MGE provide the following in support of its June 24, 2009 Billing Statement:

1. An explanation as to how/why MGE's invoice purports to include the costs of the natural gas when MGE historically has been only the transport provider of the natural gas used by Trigen, not the supplier.

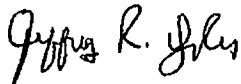
David N. Kirkland
July 17, 2009
Page 2

2. An explanation as to why MGE waited until the end of June 2009 to tender its demand to Trigen, despite MGE's admission that it was aware of the alleged underbilling since as early as July 2008.
3. Any and all first hand source documents in MGE's possession substantiating the following:
 - a. the alleged metering error;
 - b. MGE's remediation of the alleged metering error;
 - c. MGE's methodology for identifying the alleged unbilled natural gas amounts; and
 - d. the actual volumes of alleged unbilled natural gas.
4. The following specific items:
 - a. Meter calibration checks from 2002 forward;
 - b. Records of manual meter reads from 2002 forward;
 - c. Meter maintenance records from 2002 forward; and
 - d. Record of onsite visits by MGE personnel or subcontractors from 2002 forward.

Trigen requires the above information before it can determine what amount, if any, of the June 24, 2009 Billing Statement it intends to pay.

Please direct the requested information to my attention. If you have any questions or comments, please feel free to contact me. Lastly, Trigen reserves all rights to assert any legal defenses, counterclaims or offsets not otherwise specified within this letter.

Sincerely,



Jeffrey R. Dykes

EXHIBIT 5



MISSOURI GAS ENERGY

3420 Broadway • Kansas City, MO • 64111-2404 • (816) 360-5768

DAVID N. KIRKLAND
Director, Gas Supply

Jeff Dykes
Trigen Kansas City Energy 115 Grand
Boulevard Kansas City, MO 64106

CERTIFIED MAIL

September 21, 2009

Dear Mr. Dykes:

I am writing in response to your July 21, 2009 letter regarding our invoice for \$3,871,399.58 for unbilled natural gas and natural gas service from April 2003 to June 2008. In response to your request to have more information to evaluate the invoice, I have attached certain files and have provided detail below pursuant to your request.

1. MGE's Invoice.

While MGE has been the transport provider of natural gas used by Trigen rather than the supplier, MGE's invoice also includes the cost of unbilled natural gas provided between April 2003 and June 2008. When a transportation customer takes more gas than what is delivered to the city gate, the difference in nominated and used amounts comes directly from MGE's storage or daily purchases. MGE's sales customers paid for the natural gas that was ultimately delivered to Trigen. To make MGE sales customers whole and to compensate MGE for transportation service, Trigen was billed for the unbilled amount of gas that it used.

2. Timing of the Demand.

While MGE regrets the metering error, it is obligated by its tariffs to bill its customers for the natural gas and natural gas service that it provides. Trigen has been on notice of the metering error since August 21, 2008 when I first notified Trigen personnel of this issue. After the initial telephone notification, MGE personnel met with Trigen personnel at Trigen's facility and MGE's headquarters in August and September 2008 to discuss the technical reasons for the metering error. None of Trigen's personnel disputed the basis for the error at any of the meetings or in subsequent communications with MGE.

Trigen was billed for corrected July volumes in August 2008 and has been billed for the correct amount of natural gas since that billing cycle. Trigen has not disputed the amount of the bills since the corrected bills were tendered in August 2008.

After discovery of the error, MGE conducted a review of other customers with similar telemetering equipment. No similar issues were discovered. MGE also notified the Staff of the Missouri Public Service Commission of the error.

3. Detail on the Metering Error.

In an effort to respond to items 3 and 4 of your letter, I've provided more detail on the metering issue below and have attached certain documents for your review.

For all of MGE's large volume transportation customers, MGE installs and maintains a measurement information system comprised of three primary elements: the meter(s), the electronic telemetering equipment and the host computer. MGE measures the customer's gas consumption through meters and electronically transmits gas measurement information (telemetering) from the customer's meter(s) to a host computer located in MGE's offices. The host computer receives the measurement information, applies any correction factors necessary to account for different measurement and telemetering equipment, records the information for billing purposes, and reports the measurement volumes to web-based information system. Large volume customers like Trigen can view daily consumption at a designated web site. MGE bills large volume transportation customers for services rendered based on tariff rates and customer volumes recorded in the host computer.

In April 2003, MGE changed the measurement equipment for Trigen from orifice meters to turbine meters. Prior to April 2003, when orifice meters were used, the telemetering equipment used to electronically transmit the measurement information to the host computer transmitted a signal that represented two mcf of flow when the meter had actually measured one mcf of flow (by design). To account for this difference, the host computer was programmed to have a 0.5 correction factor to correct the telemetering volumes transmitted from the Trigen's site. By using this correction factor, the host computer corrected for the actual volume of natural gas measured through the meter. This process was completed prior to creating the billing records and transmittal of the volumetric information to the Trigen's web site.

In April 2003, MGE removed the orifice meters and replaced them with turbine meters. In this new configuration, the telemetering equipment receiving information from the turbine meters transmitted a signal that represented one mcf of flow for each mcf measured by the turbine meter (rather than two for one from the previous equipment, which necessitated a correction factor). The MGE technicians that made the equipment changes at that time verified that the telemetry equipment was transmitting a "one for one" signal, but did not adjust the correction factor that was necessary for the previous equipment. As a result, the 0.5 correction factor remained in the host computer and has been applied to the turbine meter volumes from April 2003 through June 2008. With this correction factor inputted, MGE had been reporting and billing only one half of the volume measured by the turbine meters for that entire period.

The programming error was discovered in July 2008, when MGE completed upgrades to the measurement telemetering equipment located at Trigen's site. When MGE examined the record of volumes for dates in July 2008 as reported by the new telemetering equipment and compared these volumes to the volumes reported by the old equipment, MGE saw the new volumes were twice those reported by the old system. Subsequent investigation found the 0.5 billing factor held by the host computer.

MGE has completed a review of the turbine meters, the old and new telemetering equipment, and MGE's host computer to verify the corrected billing volumes. MGE began billing Trigen for the proper amount of natural gas beginning in July 2008.

I've attached the following documents:

Tab A: Gas Use History

Tab B: Payment History

Tab C: Event Log Reports (showing the installation dates and calibration dates)

Tab D: Meter Inspection Reports and Work Orders

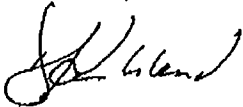
4. Request for Documents.

In order to evaluate Trigen's understanding of natural gas use at its facility, MGE requests the following documents no later than October 16, 2009:

- a. Meter Reads. During meetings with Trigen personnel, MGE was informed that Trigen personnel would take periodic manual meter readings from the MGE meter located at Trigen's facility. MGE personnel were informed that these are referred to as "pad reads" and that they were conducted daily. Please provide any and all records of "pad reads," or any records of manual meter readings conducted by Trigen personnel.
- b. Natural Gas Use. Please provide any and all records of how Trigen measures natural gas use at its Kansas City facility served by MGE. Please provide a written summary of how Trigen measures and analyzes gas use at its facility, including any efficiency records.

After your review of the records submitted, please contact me regarding any questions you may have and your position on settlement of this matter.

Sincerely,



David Kirkland
Director, Gas Supply
Missouri Gas Energy

TRIGEN ENERGY CO
116 GRAND BLVD
KANSAS CITY
F04AAW CINQ COMB

MO 64106 MLG
WK 816 889-4900
HM 816 842-4272 G 04 E
SERVICE BILLING HISTORY

DB

0401
41 00033
A IND 0000018656
09/02/09 12:08

SEL	IMG	DATE	DAYS	GAS USE	AMOUNT	BC	PC	CR
	Y	08/01/09	31	330670	9,664.21	B		
	Y	07/01/09	30	169770	6,166.24	B		
	Y	06/01/09	31	453490	12,334.31	B		
	Y	05/01/09	30	342600	9,923.56	B		
	Y	04/01/09	31	248130	12,619.29	B		
	Y	03/01/09	28	351480	16,844.24	B		
	Y	02/01/09	31	667370	29,757.83	B		
	Y	01/01/09	31	1428120	60,857.29	B		
	Y	12/01/08	30	545840	24,789.68	B		
	Y	11/01/08	31	652120	16,652.53	B		
	Y	10/01/08	30	430950	11,844.29	B		
	Y	09/01/08	31	298220	8,958.74	B		

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13-ACCT DATA
18-ANALYSIS
NEXT FUNCTION:

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14-CURR SERV 15-CURR MDSE 16-ACCT BAL 17-PYMT HIST
19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
DATA:

0030

Gas Use History

App. A

TRIGEN ENERGY CO
115 GRAND BLVD
KANSAS CITY
F04AAW C1NQ COMB

MO 64106 MLG
WK 816 889-4900
HM 816 842-4272 G 04 E
SERVICE BILLING HISTORY

DB

0401
41 00033
A IND 0000018655
09/02/09 12:08

SEL	ING	DATE	DAYS	GAS USE	AMOUNT	BC	PC	CR
	N	08/01/08	31		0.47	B		
	N	08/01/08	31		7.38	B		
	N	08/01/08	31	710160	16,774.88	B		
	N	08/01/08	31		76.00	B		
	N	08/01/08	31		2,064.44	B		
	Y	07/01/08	30	420710	11,621.68	B		
	Y	06/01/08	31	89070	4,411.82	B		
	Y	05/01/08	30	166990	6,084.06	B		
	Y	04/01/08	31	174670	9,616.25	B		
	Y	03/01/08	29	284410	14,102.42	B		
	Y	02/01/08	31	338220	16,302.17	B		
	Y	01/01/08	31	200360	10,666.06	B		

MORE PAGES

13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-ACCT BAL 17-PYMT HIST
18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
NEXT FUNCTION: DATA:

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TRIGEN ENERGY CO
115 GRAND BLVD
KANSAS CITY
F04AAW CING COMB

WK 816 889-4900
MO 64106 MLG HM 816 842-4272 G 04 E
SERVICE BILLING HISTORY

DB

0401
41 00033
A IND 0000018656
09/02/09 12:08

SEL	IMG	DATE	DAYS	GAS USE	AMOUNT	BC	PC	CR
	Y	12/01/07	30	31070	3,746.88	B		
	Y	11/01/07	31	121970	6,127.07	B		
	Y	10/01/07	30	98150	4,609.22	B		
	Y	09/01/07	31	115730	4,991.41	B		
	N	08/01/07	31	282220	8,610.90	B		
	N	07/01/07	30	276810	8,471.56	B		
	N	06/01/07	31	49980	3,562.01	B		
	N	05/01/07	30	220170	7,235.32	B		
	N	04/01/07	31	141660	7,465.46	B		
	N	03/01/07	28	615260	26,830.31	B		
	N	02/01/07	31	526990	23,221.83	B		
	N	01/01/07	31	181780	9,109.66	B		

MORE PAGES

13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-ACCT BAL 17-PYMT HIST
18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
NEXT FUNCTION: DATA:

0030

TRIGEN ENERGY CO
 115 GRAND BLVD
 KANSAS CITY MO 64106
 F04AAW C1NQ COMB

WK 816 889-4900
 MLG HM 816 842-4272 G 04 E
 SERVICE BILLING HISTORY

DB
 0401
 41 00033
 A IND 0000018655
 09/02/09 12:08

SEL	IMG	DATE	DAYS	GAS USE	AMOUNT	BC	PC	CR
N		12/01/06	30	159190	8,186.17	B		
N		11/01/06	31	26360	2,177.64	B		
N		10/01/06	30	228070	6,636.42	B		
N		09/01/06	31	403030	10,440.05	B		
N		08/01/06	31	162820	5,217.89	B		
N		07/01/06	30	124200	4,378.29	B		
N		06/01/06	31	432160	11,073.12	B		
N		05/01/06	30	84750	3,520.65	B		
N		04/01/06	31	182930	9,156.66	B		
N		03/01/06	28	166150	8,429.81	B		
N		02/01/06	31	32600	3,011.17	B		
N		01/01/06	31	293790	13,688.62	B		

MORE PAGES

13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-ACCT BAL 17-PYMT HIST
 18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
 NEXT FUNCTION: DATA:

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TRIGEN ENERGY CO
116 GRAND BLVD
KANSAS CITY MO 64106 MLG
F04AAW CING COMB

NK 816 889-4900
HM 816 842-4272 G 04 E
SERVICE BILLING HISTORY

DB

0401
41 00033
A IND 0000018655
09/02/09 12:08

SEL	IMG	DATE	DAYS	GAS USE	AMOUNT	BC	PC	CR
	N	12/01/05	30	326300	14,976.74	B		
	N	11/01/05	31	307630	8,366.06	B		
	N	10/01/05	30	327770	8,803.90	B		
	N	09/01/05	31	225720	6,586.33	B		
	N	08/01/05	31	246840	7,044.48	B		
	N	07/01/05	30	104730	3,955.01	B		
	N	06/01/05	31	64550	3,081.50	B		
	N	05/01/05	30		-569.21	B		
	N	05/01/05	30	148680	5,479.69	B		
	N	04/01/05	31	54880	3,921.97	B		
	N	03/01/05	28	348220	15,913.71	B		
	N	02/01/05	31	782710	33,675.66	B		

MORE PAGES

13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-ACCT BAL 17-PYMT HIST
18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
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TRIGEN ENERGY CO
115 GRAND BLVD
KANSAS CITY MO 64106 MLG
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SERVICE BILLING HISTORY

DB

0401
41 00033
A IND 0000018655
09/02/09 12:08

SEL	IMG	DATE	DAYS	GAS USE	AMOUNT	BC	PC	CR
	N	01/01/05	31	368880	16,758.29	B		
	N	12/01/04	30	149280	7,781.05	B		
	N	11/01/04	31	191640	5,844.43	B		
	N	10/01/04	30	68360	2,757.44	B		
	N	09/01/04	31	143670	4,160.29	B		
	N	08/01/04	31	52490	2,461.65	B		
	N	07/01/04	30	55300	2,514.06	B		
	N	06/01/04	31	98790	3,325.14	B		
	N	05/01/04	30	141300	4,117.96	B		
	N	04/01/04	31	111060	5,377.58	B		
	N	03/01/04	29	151080	6,781.09	B		
	N	02/01/04	31	507080	19,266.01	B		

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13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-ACCT BAL 17-PYMT HIST
18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
NEXT FUNCTION: DATA:

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TRIGEN ENERGY CO
 115 GRAND BLVD
 KANSAS CITY MO 64106 MLG
 F04AAW CING COMB

WK 816 889-4900
 HM 816 842-4272 G 04 E
 SERVICE BILLING HISTORY

DB

0401
 41 00033
 A IND 0000018655
 09/02/09 12:08

SEL	IMG	DATE	DAYS	GAS USE	AMOUNT	BC	PC	CR
	N	01/01/04	31	92600	4,730.19	B		
	N	12/01/03	30	34640	2,697.53	B		
	N	11/01/03	31	245360	6,059.05	B		
	N	10/01/03	30	53630	2,482.91	B		
	N	09/01/03	31	46420	2,929.79	B		
	N	08/01/03	31	43780	2,299.21	B		
	N	07/01/03	30	44460	2,311.89	B		
	N	06/01/03	31	44220	2,307.41	B		
	N	05/01/03	30	224150	5,663.11	B		
	N	04/01/03	31		-750.00	B		
	N	04/01/03	31	-500	-62.79	B		
	N	04/01/03	31	500	22.34	B		

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13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-ACCT BAL 17-PYMT HIST
 18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
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TRIGEN ENERGY CO
115 GRAND BLVD
KANSAS CITY MO 64106 MLG
F04AAW CINQ COMB

WK 816 889-4900
HM 816 842-4272 G 04 E
SERVICE BILLING HISTORY

DB

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41 00033
A IND 0000018655
09/02/09 12:08

SEL	IMG	DATE	DAYS	GAS USE	AMOUNT	BC	PC	CR
	N	04/01/03	31		750.00	B		
	N	04/01/03	31	500	62.79	B		
	N	04/01/03	31	-500	-22.34	B		
	N	04/01/03	31	23620	2,249.75	B		
	N	03/01/03	28	-270	-9.47	B		
	N	03/01/03	28	76030	4,149.08	B		
	N	02/01/03	31	227040	9,502.10	B		
	N	01/01/03	31	233940	9,686.99	B		
	N	12/01/02	30	321810	12,768.59	B		
	N	11/01/02	31	322310	7,493.79	B		
	N	10/01/02	30	202290	5,255.42	B		
	N	09/01/02	31	95000	3,264.46	B		

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13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-ACCT BAL 17-PYMT HIST
18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
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TRIGEN ENERGY CO
115 GRAND BLVD
KANSAS CITY MO 64106 MLG
F04AAW CINQ PMTH

DB
WK 816 889-4900
HM 816 842-4272 G 04 E
PAYMENT HISTORY

0401
41 00033
A IND 0000018655
09/02/09 12:31

SEL	DATE	PAYMENT SOURCE	AMOUNT	SOURCE OFFICE	BATCH NUMBER	SEQUENCE NUMBER
	08/25/09	5000	9,691.09	60	00501	00052
	07/20/09	5000	6,193.12	60	00508	00063
	06/23/09	5000	12,356.82	60	00504	00107
	06/15/09	5000	9,941.68	60	00812	00003
	04/22/09	5000	12,637.41	60	00801	00004
	03/24/09	5000	16,862.36	60	00505	00061
	02/25/09	5000	29,775.95	60	00504	00090
	01/30/09	5000	60,875.41	60	00501	00035
	12/30/08	5000	24,807.80	60	00502	00277
	12/05/08	5000	16,670.65	60	00804	00001
	11/07/08	5000	11,852.49	60	00504	00204
	10/07/08	5000	8,966.59	60	00803	00023

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13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-BILL HIST 17-ACCT BAL
18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
NEXT FUNCTION: DATA:

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Payment History
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TRIGEN ENERGY CO
115 GRAND BLVD
KANSAS CITY MO 64106 MLG
F04AAW CING PMTH

WK 816 889-4900
HM 816 842-4272
PAYMENT HISTORY

DB
Q 04 E

0401
41-00033
A IND 0000018666
09/02/09 12:31

SEL	DATE	PAYMENT SOURCE	AMOUNT	SOURCE OFFICE	BATCH NUMBER	SEQUENCE NUMBER
	09/05/08	5000	12,875.88	60	00803	00013
	07/30/08	5000	11,629.53	60	00509	00033
	06/27/08	5000	4,419.67	60	00503	00131
	05/21/08	5000	6,091.91	60	00506	00244
	03/28/08	5000	14,110.27	60	00803	00009
	03/04/08	5000	16,304.70	60	00508	00108
	01/24/08	5000	10,666.05	60	00506	00060
	12/27/07	5000	3,745.88	60	00504	00118
	11/26/07	5000	5,127.07	60	00805	00006
	10/19/07	5000	4,609.22	60	00803	00021
	09/19/07	5000	4,991.41	60	00800	00051
	08/22/07	5000	8,610.90	60	00504	00002

MORE PAGES

13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-BILL HIST 17-ACCT BAL
18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
NEXT FUNCTION: DATA:

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TRIGEN ENERGY CO
115 GRAND BLVD
KANSAS CITY MO 64106 MLG
F04AAW CINQ PMTH

NK 816 889-4900
HM 816 842-4272
PAYMENT HISTORY

DB
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0401
41 00033
A IND 0000018666
09/02/09 12:31

SEL	DATE	PAYMENT SOURCE	AMOUNT	SOURCE OFFICE	BATCH NUMBER	SEQUENCE NUMBER
	07/25/07	5000	8,471.55	60	00808	00013
	06/25/07	5000	3,562.01	60	00802	00021
	05/18/07	5000	7,236.13	60	00501	00186
	04/23/07	5000	7,489.58	60	00504	00101
	03/22/07	5000	26,854.44	60	00807	00025
	02/23/07	5000	23,245.96	60	00803	00007
	01/26/07	5000	9,133.78	60	00801	00057
	12/28/06	5000	8,210.30	60	00800	00009
	11/22/06	5000	2,201.67	60	00802	00031
	10/18/06	5000	6,652.10	60	00801	00033
	09/26/06	5000	10,455.73	60	00850	00014
	08/23/06	5000	5,233.57	60	00801	00039

MORE PAGES

13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-BILL HIST 17-ACCT BAL
18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
NEXT FUNCTION: DATA:

0030

TRIGEN ENERGY CO
 115 GRAND BLVD
 KANSAS CITY MO 64106 MLG
 F04AAW CINQ PMTH

WK 816 889-4900
 HM 816 842-4272
 PAYMENT HISTORY

DB
 G 04 E

0401
 41 00033
 A IND 0000018655
 09/02/09 12:31

SEL	DATE	PAYMENT SOURCE	AMOUNT	SOURCE OFFICE	BATCH NUMBER	SEQUENCE NUMBER
	07/27/06	5000	4,393.97	60	00802	00009
	06/28/06	5000	11,088.80	60	00801	00048
	05/25/06	5000	3,536.33	60	00800	00018
	04/21/06	5000	9,172.34	60	00801	00050
	03/28/06	5000	8,445.49	60	00804	00001
	03/03/06	5000	3,019.85	60	00501	00288
	01/26/06	5000	13,696.27	60	00501	00247
	12/29/05	5000	14,984.39	60	00502	00134
	11/28/05	5000	8,373.71	60	00502	00065
	10/18/05	5000	8,811.55	60	00502	00082
	09/22/05	5000	6,612.76	60	00501	00261
	08/29/05	5000	7,052.13	60	00504	00047

MORE PAGES

13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-BILL HIST 17-ACCT BAL
 18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
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0030

TRIGEN ENERGY CO
 115 GRAND BLVD
 KANSAS CITY MO 64106 MLG
 F04AAW CING PMTH

WK 816 889-4900
 HM 816 842-4272
 PAYMENT HISTORY

DB
 G 04 E

0401
 41 00033
 A IND 0000018655
 09/02/09 12:31

SEL	DATE	PAYMENT SOURCE	AMOUNT	SOURCE OFFICE	BATCH NUMBER	SEQUENCE NUMBER
	08/09/05	5000	3,982.66	60	00502	00172
	06/24/05	5000	2,517.23	60	00502	00083
	05/31/05	5000	6,479.69	60	00512	00021
	04/26/06	5000	3,921.97	60	00508	00032
	03/29/05	5000	15,913.71	60	00512	00185
	03/02/05	5000	33,675.66	60	00503	00006
	01/24/05	5000	16,758.29	60	00513	00209
	12/20/04	5000	7,781.05	60	00811	00003
	11/22/04	5000	5,844.43	60	00525	00127
	10/19/04	5000	2,777.60	60	00154	00035
	09/24/04	5000	4,180.46	60	00174	00046
	08/23/04	5000	2,481.81	60	00204	00060

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13-ACCT DATA 14-CURR SERV 15-CURR MOSE 16-BILL HIST 17-ACCT BAL
 18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO

NEXT FUNCTION:

DATA:

0030

TRIGEN ENERGY CO
115 GRAND BLVD
KANSAS CITY MO 64106 MLG
F04AAW CINQ PMTH

WK 816 889-4900
HM 816 842-4272
PAYMENT HISTORY

DB
G 04 E

0401
41 00033
A IND 0000018655
09/02/09 12:31

SEL	DATE	PAYMENT SOURCE	AMOUNT	SOURCE OFFICE	BATCH NUMBER	SEQUENCE NUMBER
	07/22/04	5000	2,534.22	60	00156	00120
	06/22/04	5000	3,345.30	60	00176	00034
	05/31/04	5000	4,138.12	60	00155	00025
	04/26/04	5000	5,378.25	60	00194	00067
	03/29/04	5000	6,781.09	60	00151	00143
	02/26/04	5000	19,265.94	60	00169	00054
	02/04/04	5060	0.07	52	94101	00028
	02/03/04	5000	4,730.26	60	00180	00138
	12/22/03	5000	2,697.53	60	00187	00191
	12/01/03	5000	6,059.05	60	00189	00162
	10/22/03	5000	2,482.91	60	00161	00144
	09/30/03	5000	2,329.79	60	00167	00255

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13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-BILL HIST 17-ACCT BAL
18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO

NEXT FUNCTION:

DATA:

0030

TRIGEN ENERGY CO
 115 GRAND BLVD
 KANSAS CITY MO 64106 MLG
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WK 816 889-4900
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 PAYMENT HISTORY

DB
 G 04 E

0401
 41 00033
 A IND 0000018655
 09/02/09 12:31

SEL	DATE	PAYMENT SOURCE	AMOUNT	SOURCE OFFICE	BATCH NUMBER	SEQUENCE NUMBER
	08/29/03	5000	2,299.21	60	00171	00223
	07/30/03	5000	2,311.89	60	00153	00274
	06/24/03	5000	2,307.41	60	00160	00258
	05/23/03	5000	5,663.11	60	00165	00157
	05/06/03	5000	2,249.75	60	00156	00004
	03/26/03	5000	4,082.51	60	00167	00008
	02/26/03	5000	9,502.10	60	00152	00105
	01/27/03	5000	9,686.99	60	00187	00144
	12/27/02	5000	12,768.59	60	00169	00207
	11/26/02	5000	7,493.79	60	00154	00210
	10/25/02	5000	5,255.42	60	00166	00269
	09/26/02	5000	3,254.46	60	00154	00286

MORE PAGES

13-ACCT DATA 14-CURR SERV 15-CURR MDSE 16-BILL HIST 17-ACCT BAL
 18-ANALYSIS 19-MISC CHARGE 20-DEGREE DAY 21-CUST CONTC 22-ACCT INFO
 NEXT FUNCTION: DATA:

0030

Event Log Report

App. C

Report Name: MasterLink32 Event Log Report
 Report Selections: 1 site, From 06/19/2003 09:25:20 To 09/24/2008 16:39:30

Site ID: 09617759 00401040
 Site Name: Trigen - North
 Site Location: 200 Grand

Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
06/19/2003	09:25:20	219	261	Audit Trail Item 4	0	Change	207	207	
06/19/2003	09:25:20	220	263	AT Time Log Time-Stam	0	Change	0	0	
06/19/2003	09:25:20	221	272	Modem Baud Rate	0	Change	0	0	
06/19/2003	09:25:20	222	273	Maximum Flow Rate	0	Change	687.79	429.69	
06/19/2003	09:25:20	223	274	Maximum Flow Rate Tim	0	Change	09 14 53	11 18 15	
06/19/2003	09:25:20	224	275	Maximum Flow Rate Date	0	Change	06-19-03	03-03-03	
06/19/2003	09:25:20	225	276	Maximum Flow Rate Pre	0	Change	54.44	53.79	
06/19/2003	09:25:20	226	277	Maximum Hour Cor Vol	0	Change	000261	000261	
06/19/2003	09:25:20	227	278	Maximum Hour End Tim	0	Change	12 00 00	12 00 00	
06/19/2003	09:25:20	228	279	Maximum Hour Date	0	Change	04-08-03	04-08-03	
06/19/2003	09:25:20	229	280	Max Hour Cor Vol Press	0	Change	50.89	50.89	
06/19/2003	09:25:20	230	282	Maximum Dial Rate Time	0	Change	08 42 11	08 19 54	
06/19/2003	09:25:20	231	283	Maximum Dial Rate Date	0	Change	06-19-03	02-13-03	
06/19/2003	09:25:20	232	284	Maximum Dial Rate Press	0	Change	53.91	0.01	
06/19/2003	09:25:20	233	285	PCor Maximum Pressure	0	Change	60.28	60.28	
06/19/2003	09:25:20	234	286	PCor Maximum Press Ti	0	Change	09 00 00	09 00 00	
06/19/2003	09:25:20	235	287	PCor Maximum Press Da	0	Change	06-14-03	06-14-03	
06/19/2003	09:25:20	236	288	Max Press Flow Rate	0	Change	0.00	0.00	
06/19/2003	09:25:20	237	289	PCor Minimum Pressure	0	Change	-.01	-.01	
06/19/2003	09:25:20	238	290	PCor Min Pressure Time	0	Change	22 10 16	22 10 16	
06/19/2003	09:25:20	239	291	PCor Min Pressure Date	0	Change	02-13-03	02-13-03	
06/19/2003	09:25:20	240	292	Min Press Flow Rate	0	Change	0.00	0.00	
06/19/2003	09:25:20	241	293	Maximum Gas Temp	0	Change	92.54	91.16	
06/19/2003	09:25:20	242	294	Max Gas Temp Time	0	Change	17 08 26	17 37 57	
06/19/2003	09:25:20	243	295	Max Gas Temp Date	0	Change	06-18-03	05-30-03	
06/19/2003	09:25:20	244	296	Max Gas Temp Flow Rate	0	Change	0.00	0.00	
06/19/2003	09:25:20	245	297	Minimum Gas Temp	0	Change	9.06	9.06	
06/19/2003	09:25:20	246	298	Min Gas Temp Time	0	Change	06 59 45	06 59 45	
06/19/2003	09:25:20	247	299	Min Gas Temp Date	0	Change	02-25-03	02-25-03	
06/19/2003	09:25:20	248	300	Min Gas Temp Flow Rate	0	Change	0.00	0.00	
06/19/2003	09:25:20	249	333	Call-In Trigger	0	Change	1	1	

Event Log Report

Report Name: MasterLink32 Event Log Report
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Site ID: 09617759 00401040
 Site Name: Trigen - North

Site Location: 200 Grand

Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
06/19/2003	09:25:27	250	334	Sched Call-In Date	0	Change	01-01-01	01-01-01	
06/19/2003	09:25:28	251	335	Sched Call-In Time	0	Change	12 00 00	12 00 00	
06/19/2003	09:25:28	252	339	Sched Call-In Phone Num	0	Change			
06/19/2003	09:25:28	253	400	InstrumentConfiguration	0	Change	5	5	
06/19/2003	09:25:28	254	401	Periodic Wakeup Intervl	0	Change	1	1	
06/19/2003	09:25:28	255	409	PLog Press Display Res	0	Change	2	2	
06/19/2003	09:25:28	256	420	PLog Gas Pressure	0	Change	-.07	-.07	
06/19/2003	09:25:28	257	421	PLog Average Pressure	0	Change	0.00	0.00	
06/19/2003	09:25:28	258	422	PLog Interval HI Press	0	Change	0.00	0.00	
06/19/2003	09:25:28	259	423	PLog Interval LO Press	0	Change	99999.99	99999.99	
06/19/2003	09:25:28	260	426	PLog Maximum Pressure	0	Change	0.00	0.00	
06/19/2003	09:25:28	261	427	PLog Maximum Press Ti	0	Change	01 01 47	01 01 47	
06/19/2003	09:25:28	262	428	PLog Maximum Press Da	0	Change	01-01-01	01-01-01	
06/19/2003	09:25:28	263	429	PLog Minimum Pressure	0	Change	-.07	-.07	
06/19/2003	09:25:28	264	430	PLog Minimum Press Tim	0	Change	01 01 01	01 01 01	
06/19/2003	09:25:28	265	431	PLog Minimum Press Dat	0	Change	01-01-00	01-01-00	
06/19/2003	09:25:28	266	455	PLog Press High Limit	0	Change	100.00	100.00	
06/19/2003	09:25:28	267	456	PLog Press Low Limit	0	Change	-1.00	-1.00	
06/19/2003	09:25:28	268	459	PLog Press Dead Band	0	Change	10.0000	10.0000	
06/19/2003	09:25:28	269	460	Flow Detection Scaling	0	Change	2	2	
06/19/2003	09:25:31	270	482	Default Display	0	Change	0	0	
06/19/2003	09:25:31	271	486	Modem AT Enable	0	Change	0	0	
06/19/2003	09:25:31	272	491	Modem Init String	0	Change	ATE0	ATE0	
06/19/2003	09:25:31	273	492	Modem Dial String	0	Change	ATDT	ATDT	
06/19/2003	09:25:31	274	493	Alarm Call-In Phone Nu	0	Change			
06/19/2003	09:25:31	275	494	Modem Hangup String	0	Change	ATH	ATH	
06/19/2003	09:25:31	276	495	Modem Retry Interval A	0	Change	5	5	
06/19/2003	09:25:31	277	496	Modem Retry Interval B	0	Change	1440	1440	
06/19/2003	09:25:31	278	497	Modem Retry A Count	0	Change	3	3	
06/19/2003	09:25:31	279	850	Adjusted Volume	0	Change	004455	004365	
06/19/2003	09:25:31	280	852	Unadjusted Volume	0	Change	004927	004365	
06/19/2003	09:25:31	281	855	Turbine Configuration	0	Change	1	1	

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Event Log Report

Report Name: MasterLink32 Event Log Report

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Site ID: 09617759 00401040
 Site Name: Trigen - North
 Site Location: 200 Grand

Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
06/19/2003	09:25:31	282	861	TIB Serial Number	0	Change	00000000	00000000	
06/19/2003	09:25:31	283	863	Meter Serial Number	0	Change	09617759	09617759	
06/19/2003	09:25:31	284	864	Turbine Meter Size	0	Change	7	7	
06/19/2003	09:25:31	285	865	KM Meter Factor	0	Change	45.0000	6.9756	
06/19/2003	09:25:31	286	866	KS Meter Factor	0	Change	60.0000	9.0496	
06/19/2003	09:25:31	287	867	ABar Meter Factor	0	Change	8.0000	9.8201	

06/19/2003	09:25:31	288	868	KMO Meter Factor	0	Change	70.0000	7.6745
06/19/2003	09:25:31	289	870	Turbine Sensor Type	0	Change	0	0
06/19/2003	09:25:31	290	871	TIB 4-20 Out Config	0	Change	1	1
06/19/2003	09:25:31	291	872	Normal Alarm Limit	0	Change	2.00	2.00
06/19/2003	09:25:31	292	873	Abnormal Alarm Limit	0	Change	5.00	5.00
06/19/2003	09:25:31	293	879	Normal Alarm Dead Band	0	Change	0.2000	0.2000
06/19/2003	09:25:31	294	880	Abnormal Alrm Dead Ba	0	Change	0.5000	0.5000
06/19/2003	09:25:31	295	884	Adj Flow 20mA Value	0	Change	230000.0	230000.0
06/19/2003	09:25:31	296	885	Adj Flow 4mA Value	0	Change	0.00	0.00
06/19/2003	09:25:31	297	886	Average Delta-A	0	Change	-.0498	0.0000
06/19/2003	09:25:31	298	889	High Freq Out Max Freq	0	Change	0	0
06/19/2003	09:26:00	299	12	Atmospheric Cal Ref	0	Change	14.7300	14.7300
06/19/2003	09:26:00	300	15	PCor Reference Press #1	0	Change	0.00	0.00
06/19/2003	09:26:00	301	16	PCor Reference Press #2	0	Change	100.00	100.00
06/19/2003	09:26:00	302	17	PCor Calibration Zero	0	Change	0.1002	0.1002
06/19/2003	09:26:00	303	18	PCor Prev PressCalZero1	0	Change	0.1000	0.1000
06/19/2003	09:26:00	304	19	PCor Prev PressCalZero2	0	Change	0.0000	0.0000
06/19/2003	09:26:00	305	20	PCor PressCalSpan	0	Change	1.0019	1.0019
06/19/2003	09:26:00	306	21	PCor Prev PressCalSpan1	0	Change	1.0000	1.0000
06/19/2003	09:26:00	307	22	PCor Prev PressCalSpan2	0	Change	1.0000	1.0000
06/19/2003	09:26:00	308	25	PCor Press Range PSI	0	Change	100.00	100.00
06/19/2003	09:26:00	309	29	Reference Temp #1	0	Change	77.56	77.56
06/19/2003	09:26:00	310	30	Reference Temp #2	0	Change	0.00	0.00
06/19/2003	09:26:00	311	35	Temperature Cal Zero	0	Change	0.0588	0.0588
06/19/2003	09:26:00	312	36	Prev Temp Cal Zero 1	0	Change	0.0000	0.0000
06/19/2003	09:26:00	313	37	Prev Temp Cal Zero 2	0	Change	0.0000	0.0000

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Event Log Report

Report Name: MasterLink32 Event Log Report

Report Selections: 1 site, From 06/19/2003 09:25:20 To 09/24/2008 16:39:30

Site ID: 09617759 00401040
 Site Name: Trigen - North
 Site Location: 200 Grand

Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal Ur
06/19/2003	09:26:00	314	38	Temperature Cal Span	0	Change	1.0000	1.0000	
06/19/2003	09:26:00	315	39	Prev Temp Cal Span 1	0	Change	1.0000	1.0000	
06/19/2003	09:26:00	316	40	Prev Temp Cal Span 2	0	Change	1.0000	1.0000	
06/19/2003	09:26:00	317	112	PCor Transducer Type	0	Change	0	0	
06/19/2003	09:26:00	318	120	PCor Calibration Date	0	Change	06-19-03	10-10-02	
06/19/2003	09:26:00	319	121	Temperature Cal Date	0	Change	06-19-03	10-10-02	
06/19/2003	09:26:00	320	137	PCor Press Range User	0	Change	100.00	100.00	
06/19/2003	09:26:00	321	138	PCor Transducer Serial#	0	Change	00035676	00035676	
06/19/2003	09:26:00	322	301	PCor Coefficient 1	0	Change	-5.22183	-5.22183	
06/19/2003	09:26:00	323	302	PCor Coefficient 2	0	Change	29.38497	29.38497	
06/19/2003	09:26:00	324	303	PCor Coefficient 3	0	Change	-.032616	-.032616	
06/19/2003	09:26:00	325	304	PCor Coefficient 4	0	Change	-.007067	-.007067	
06/19/2003	09:26:00	326	305	PCor Coefficient 5	0	Change	-5.07916	-5.07916	
06/19/2003	09:26:00	327	306	PCor Coefficient 6	0	Change	29.80944	29.80944	
06/19/2003	09:26:00	328	307	PCor Coefficient 7	0	Change	-.038888	-.038888	

06/19/2003	09:26:00	329	308	PCor Coefficient 8	0	Change	-.006485	-.006485
06/19/2003	09:26:00	330	309	PCor Coefficient 9	0	Change	-5.00017	-5.00017
06/19/2003	09:26:00	331	310	PCor Coefficient 10	0	Change	30.01872	30.01872
06/19/2003	09:26:00	332	311	PCor Coefficient 11	0	Change	-.041546	-.041546
06/19/2003	09:26:00	333	312	PCor Coefficient 12	0	Change	-.006908	-.006908
06/19/2003	09:26:00	334	313	PCor Coefficient 13	0	Change	-4.96370	-4.96370
06/19/2003	09:26:00	335	314	PCor Coefficient 14	0	Change	30.00199	30.00199
06/19/2003	09:26:00	336	315	PCor Coefficient 15	0	Change	-.025008	-.025008
06/19/2003	09:26:00	337	316	PCor Coefficient 16	0	Change	-.009817	-.009817
06/19/2003	09:26:00	338	317	PCor Coefficient 17	0	Change	-4.96540	-4.96540
06/19/2003	09:26:00	339	318	PCor Coefficient 18	0	Change	29.85511	29.85511
06/19/2003	09:26:00	340	319	PCor Coefficient 19	0	Change	-.031606	-.031606
06/19/2003	09:26:00	341	320	PCor Coefficient 20	0	Change	-.006716	-.006716
06/19/2003	09:26:00	342	321	PCor Coefficient 21	0	Change	-5.01792	-5.01792
06/19/2003	09:26:00	343	322	PCor Coefficient 22	0	Change	29.71055	29.71055
06/19/2003	09:26:00	344	323	PCor Coefficient 23	0	Change	-.023497	-.023497
06/19/2003	09:26:00	345	324	PCor Coefficient 24	0	Change	-.006756	-.006756

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Event Log Report

Report Name: MasterLink32 Event Log Report

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Site ID: 09617759 00401040
 Site Name: Trigen - North
 Site Location: 200 Grand

Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal Units
06/19/2003	09:26:00	346	325	PCor Coefficient 25	0	Change	-5.13119	-5.13119	
06/19/2003	09:26:00	347	326	PCor Coefficient 26	0	Change	29.72617	29.72617	
06/19/2003	09:26:00	348	327	PCor Coefficient 27	0	Change	-.037243	-.037243	
06/19/2003	09:26:00	349	328	PCor Coefficient 28	0	Change	-.004037	-.004037	
06/19/2003	09:26:00	350	329	PCor Coefficient 29	0	Change	-5.33142	-5.33142	
06/19/2003	09:26:00	351	330	PCor Coefficient 30	0	Change	29.90726	29.90726	
06/19/2003	09:26:00	352	331	PCor Coefficient 31	0	Change	-.055221	-.055221	
06/19/2003	09:26:00	353	332	PCor Coefficient 32	0	Change	-.000625	-.000625	
06/19/2003	09:26:00	354	341	PLog Coefficient 1	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	355	342	PLog Coefficient 2	0	Change	30.00000	30.00000	
06/19/2003	09:26:00	356	343	PLog Coefficient 3	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	357	344	PLog Coefficient 4	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	358	345	PLog Coefficient 5	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	359	346	PLog Coefficient 6	0	Change	30.00000	30.00000	
06/19/2003	09:26:00	360	347	PLog Coefficient 7	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	361	348	PLog Coefficient 8	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	362	349	PLog Coefficient 9	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	363	350	PLog Coefficient 10	0	Change	30.00000	30.00000	
06/19/2003	09:26:00	364	351	PLog Coefficient 11	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	365	352	PLog Coefficient 12	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	366	353	PLog Coefficient 13	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	367	354	PLog Coefficient 14	0	Change	30.00000	30.00000	
06/19/2003	09:26:00	368	355	PLog Coefficient 15	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	369	356	PLog Coefficient 16	0	Change	00.00000	00.00000	

06/19/2003	09:26:00	370	357	PLog Coefficient 17	0	Change	00.00000	00.00000
06/19/2003	09:26:00	371	358	PLog Coefficient 18	0	Change	30.00000	30.00000
06/19/2003	09:26:00	372	359	PLog Coefficient 19	0	Change	00.00000	00.00000
06/19/2003	09:26:00	373	360	PLog Coefficient 20	0	Change	00.00000	00.00000
06/19/2003	09:26:00	374	361	PLog Coefficient 21	0	Change	00.00000	00.00000
06/19/2003	09:26:00	375	362	PLog Coefficient 22	0	Change	30.00000	30.00000
06/19/2003	09:26:00	376	363	PLog Coefficient 23	0	Change	00.00000	00.00000
06/19/2003	09:26:00	377	364	PLog Coefficient 24	0	Change	00.00000	00.00000

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Event Log Report

Report Name: MasterLink32 Event Log Report

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Site ID: 09617759 00401040
 Site Name: Trigen - North
 Site Location: 200 Grand

Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal t
06/19/2003	09:26:00	378	365	PLog Coefficient 25	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	379	366	PLog Coefficient 26	0	Change	30.00000	30.00000	
06/19/2003	09:26:00	380	367	PLog Coefficient 27	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	381	368	PLog Coefficient 28	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	382	369	PLog Coefficient 29	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	383	370	PLog Coefficient 30	0	Change	30.00000	30.00000	
06/19/2003	09:26:00	384	371	PLog Coefficient 31	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	385	372	PLog Coefficient 32	0	Change	00.00000	00.00000	
06/19/2003	09:26:00	386	407	PLog Transducer Type	0	Change	0	0	
06/19/2003	09:26:00	387	411	PLog Transducer Serial#	0	Change	00000000	00000000	
06/19/2003	09:26:00	388	412	PLog Press Range PSI	0	Change	100.00	100.00	
06/19/2003	09:26:00	389	414	PLog Calibration Zero	0	Change	0.0000	0.0000	
06/19/2003	09:26:00	390	415	PLog Prev PressCalZero1	0	Change	0.0000	0.0000	
06/19/2003	09:26:00	391	416	PLog Reference Press #2	0	Change	0.00	0.00	
06/19/2003	09:26:00	392	417	PLog PressCalSpan	0	Change	1.0000	1.0000	
06/19/2003	09:26:00	393	418	PLog Prev PressCalSpan1	0	Change	1.0000	1.0000	
06/19/2003	09:26:00	394	419	PLog Press Range User	0	Change	100.00	100.00	
06/19/2003	09:26:00	395	410	PLog Calibration date	0	Change	06-19-03	10-10-02	
06/19/2003	10:54:52	396	95	Pulser C Out Select	0	Change	3	0	
06/19/2003	11:03:25	397	0	Corrected Volume	0	Change	023149	020963	
06/19/2003	11:03:32	398	1	Press Cor Volume	0	Change	023016	020769	
06/19/2003	11:03:42	399	2	Uncorrected Volume	0	Change	004490	004510	
07/25/2003	08:09:03	400	87	PCor Pressure Units	0	Change	0	0	
07/25/2003	08:09:35	401	89	Temperature Units	0	Change	0	0	
07/25/2003	08:09:36	402	90	Corr Volume Units	0	Change	8	8	
07/25/2003	08:09:37	403	91	Pressure Cor Vol Units	0	Change	8	8	
07/25/2003	08:09:37	404	92	Uncorr Volume Units	0	Change	8	8	
07/25/2003	08:09:38	405	141	Errr Units	0	Change	0	0	
07/25/2003	08:09:39	406	262	Date Format	0	Change	0	0	
07/25/2003	08:09:39	407	408	PLog Pressure Units	0	Change	1	1	
07/25/2003	08:09:40	408	0	Corrected Volume	0	Change	022242	021098	
07/25/2003	08:09:40	409	1	Press Cor Volume	0	Change	022085	020910	

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Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
07/25/2003	08:09:40	410	2	Uncorrected Volume	0	Change	004542	004542	
07/25/2003	08:09:40	411	3	Cor Vol @ LO Press	0	Change	000008	000008	
07/25/2003	08:09:40	412	4	Cor Vol @ HI Temp	0	Change	000000	000000	
07/25/2003	08:09:40	413	5	Pulser A # of Pulses	0	Change	00000000	00000000	
07/25/2003	08:09:40	414	6	Pulser B # of Pulses	0	Change	00000000	00000000	
07/25/2003	08:09:40	415	7	Pulser C # of Pulses	0	Change	00000000	00000000	
07/25/2003	08:09:40	416	8	PCor Gas Pressure	0	Change	52.33	52.08	
07/25/2003	08:09:40	417	9	PCor Gas Pressure Max	0	Change	60.28	60.28	
07/25/2003	08:09:40	418	10	PCor Press High Limit	0	Change	62.00	62.00	
07/25/2003	08:09:40	419	11	PCor Press Low Limit	0	Change	47.00	47.00	
07/25/2003	08:09:40	420	13	Base Pressure	0	Change	14.6500	14.6500	
07/25/2003	08:09:40	422	23	Min PCal Point Diff %	0	Change	50.0000	50.0000	
07/25/2003	08:09:40	423	24	Excess PCal Change %	0	Change	2.0000	2.0000	
07/25/2003	08:09:40	424	26	Gas Temperature	0	Change	78.23	77.37	
07/25/2003	08:09:40	425	27	Gas Temp Lo Alrm Limit	0	Change	-35.00	-35.00	
07/25/2003	08:09:40	426	28	Gas Temp Hi Alrm Limit	0	Change	165.00	165.00	
07/25/2003	08:09:40	427	31	Case Temperature	0	Change	79.80	78.00	
07/25/2003	08:09:40	428	32	Case Temp Maximum	0	Change	105.78	105.78	
07/25/2003	08:09:40	429	33	Case Temp Minimum	0	Change	8.08	8.08	
07/25/2003	08:09:40	430	34	Base Temperature	0	Change	60.00	60.00	
07/25/2003	08:09:40	431	41	Min TCal Point Diff %	0	Change	10.0000	10.0000	
07/25/2003	08:09:40	432	42	Excess TCal Change %	0	Change	2.0000	2.0000	
07/25/2003	08:09:40	433	43	Total Correction Factor	0	Change	4.4299	4.4201	
07/25/2003	08:09:40	434	44	Press Correction Factor	0	Change	4.5552	4.5378	
07/25/2003	08:09:40	435	45	Temp Correction Factor	0	Change	0.9661	0.9677	
07/25/2003	08:09:40	436	46	Aux Correction Factor	0	Change	1.0000	1.0000	
07/25/2003	08:09:40	437	47	Unsqured Supercompress	0	Change	1.0033	1.0033	
07/25/2003	08:09:40	438	49	Batt Low Volt Limit	0	Change	5.50	5.50	
07/25/2003	08:09:40	439	50	Shutdown Voltage Limit	0	Change	6.00	6.00	
07/25/2003	08:09:40	440	52	Mem Batt LO Volt Limit	0	Change	3.60	3.60	
07/25/2003	08:09:40	441	53	Specific Gravity For Sp	0	Change	0.6280	0.6280	
07/25/2003	08:09:40	442	54	% N2 For Supercompress	0	Change	7.9000	7.9000	

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Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
07/25/2003	08:09:40	443	55	% CO2 For Supercompre	0	Change	0.2800	0.2800	
07/25/2003	08:09:40	444	56	Pulser A Out Scaling	0	Change	1.0000	1.0000	
07/25/2003	08:09:40	445	57	Pulser B Out Scaling	0	Change	2.0000	2.0000	
07/25/2003	08:09:40	446	58	Pulser C Out Scaling	0	Change	2.0000	2.0000	
07/25/2003	08:09:40	447	59	Battery Wakeup Cycles	0	Change	2940451	2936424	
07/25/2003	08:09:40	448	60	Battery Cycles Limit	0	Change	0	0	
07/25/2003	08:09:40	449	62	Corrector Serial Number	0	Change	00207877	00207877	
07/25/2003	08:09:40	450	63	PCor Gas Pressure Min	0	Change	49.46	49.46	
07/25/2003	08:09:40	451	64	Gas Temperature Maximu	0	Change	103.71	103.71	
07/25/2003	08:09:40	452	65	Gas Temperature Minimu	0	Change	9.06	9.06	
07/25/2003	08:09:40	453	66	Pulser A Output Limit	0	Change	99999999	99999999	
07/25/2003	08:09:40	454	67	Pulser B Output Limit	0	Change	99999999	99999999	
07/25/2003	08:09:40	455	68	Pulser C Output Limit	0	Change	99999999	99999999	
07/25/2003	08:09:40	456	72	Alarm 1 Item #	0	Change	0	0	
07/25/2003	08:09:40	457	73	Alarm 2 Item #	0	Change	0	0	
07/25/2003	08:09:40	458	74	Alarm 3 Item #	0	Change	0	0	
07/25/2003	08:09:40	459	75	Mag List 2 Item 1 #	0	Change	881	881	
07/25/2003	08:09:40	460	76	Mag List 2 Item 2 #	0	Change	882	882	
07/25/2003	08:09:40	461	77	Mag List 2 Item 3 #	0	Change	200	200	
07/25/2003	08:09:40	462	78	Mag List 2 Item 4 #	0	Change	113	113	
07/25/2003	08:09:40	463	79	Mag List 2 Item 5 #	0	Change	13	13	
07/25/2003	08:09:40	464	80	Mag List 2 Item 6 #	0	Change	14	14	
07/25/2003	08:09:40	465	81	Mag List 2 Item 7 #	0	Change	25	25	
07/25/2003	08:09:40	466	82	Mag List 2 Item 8 #	0	Change	44	44	
07/25/2003	08:09:40	467	83	Mag List 2 Item 9 #	0	Change	43	43	
07/25/2003	08:09:40	468	84	Mag List 2 Item10 #	0	Change	48	48	
07/25/2003	08:09:40	469	85	Mag List 2 Item11 #	0	Change	203	203	
07/25/2003	08:09:40	470	86	Mag List 2 Item12 #	0	Change	204	204	
07/25/2003	08:09:40	471	88	PCor Press Display Res	0	Change	2	2	
07/25/2003	08:09:40	472	93	Pulser A Out Select	0	Change	0	0	
07/25/2003	08:09:40	473	94	Pulser B Out Select	0	Change	0	0	
07/25/2003	08:09:40	474	95	Pulser C Out Select	0	Change	0	0	

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Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
07/25/2003	08:09:40	475	96	Corr Vol Display Res	0	Change	2	2	
07/25/2003	08:09:40	476	97	Uncorr Vol Display Res	0	Change	2	2	
07/25/2003	08:09:40	477	98	Meter Index Rate	0	Change	4	4	

07/25/2003	08:09:51	478	109	Fixed Pressure Factor	0	Change	0	0
07/25/2003	08:09:51	479	110	Fixed Super Factor	0	Change	0	0
07/25/2003	08:09:51	480	111	Fixed Temp Factor	0	Change	0	0
07/25/2003	08:09:51	481	114	Meter Scaling	0	Change	1.0000	1.0000
07/25/2003	08:09:51	482	115	Pulser Output Time	0	Change	0	0
07/25/2003	08:09:51	483	116	Squared Supercompress	0	Change	1.0066	1.0066
07/25/2003	08:09:51	484	117	Tag Number	0	Change	00000000	00000000
07/25/2003	08:09:51	485	118	Reference Number 1	0	Change	00000000	00000000
07/25/2003	08:09:51	486	119	Reference Number 2	0	Change	00000000	00000000
07/25/2003	08:09:51	487	124	Revolutions Per Wakeup	0	Change	1	1
07/25/2003	08:09:51	488	125	Pulser Power Factor	0	Change	66	66
07/25/2003	08:09:51	489	126	Instrument Baud Rate	0	Change	0	0
07/25/2003	08:09:51	490	128	Mag Alarm Acknowledge	0	Change	1	1
07/25/2003	08:09:51	491	129	Live Display Enable	0	Change	3	3
07/25/2003	08:09:51	492	130	Mag List 1 Item 1 #	0	Change	61	61
07/25/2003	08:09:51	493	131	Mag List 1 Item 2 #	0	Change	2	2
07/25/2003	08:09:51	494	132	Mag List 1 Item 3 #	0	Change	0	0
07/25/2003	08:09:51	495	133	Mag List 1 Item 4 #	0	Change	850	850
07/25/2003	08:09:51	496	134	Mag List 1 Item 5 #	0	Change	852	852
07/25/2003	08:09:51	497	135	Mag List 1 Item 6 #	0	Change	886	886
07/25/2003	08:09:51	498	136	Item Number Enable	0	Change	0	0
07/25/2003	08:09:51	499	139	Serial Link Access	0	Change	0	0
07/25/2003	08:09:51	500	140	Energy	0	Change	244123	232682
07/25/2003	08:09:51	501	142	Gas Energy Value	0	Change	1000.00	1000.00
07/25/2003	08:09:51	502	147	Supercompress Tbl Used	0	Change	0	0
07/25/2003	08:09:51	503	148	Incremental Energy	0	Change	000665	000000
07/25/2003	08:09:51	504	164	Flow Rate High Limit	0	Change	99999.99	99999.99
07/25/2003	08:09:51	505	165	RBX Alarm Enable	0	Change	1	1
07/25/2003	08:09:51	506	166	PCor Pressure Dead Band	0	Change	5.0000	5.0000

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Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal 1
07/25/2003	08:09:51	507	167	Temperature Dead Band	0	Change	10.0000	10.0000	
07/25/2003	08:09:51	508	168	Battery Dead Band	0	Change	1.0000	1.0000	
07/25/2003	08:09:51	509	169	Rate Dead Band	0	Change	2.0000	2.0000	
07/25/2003	08:09:51	510	170	Protocol Code A	0	Change	0	0	
07/25/2003	08:09:51	511	171	Timeout Delay 1	0	Change	7	7	
07/25/2003	08:09:51	512	172	Timeout Delay 2	0	Change	7	7	
07/25/2003	08:09:51	513	173	Reset Log Trig	0	Change	1	1	
07/25/2003	08:09:51	514	174	Clear Alarm Log Trig	0	Change	1	1	
07/25/2003	08:09:51	515	175	Shutdown Log Trig	0	Change	1	1	
07/25/2003	08:09:51	516	177	Pulse Out Repetitions	0	Change	24	24	
07/25/2003	08:09:51	517	183	Previous Day Corvol	0	Change	000000	000000	
07/25/2003	08:09:51	518	184	Previous Day Uncvol	0	Change	000000	000000	

07/25/2003	08:09:51	519	185	PCor Prev Day AvgPress	0	Change	55.00	55.00
07/25/2003	08:09:51	520	186	Previous Day AvgTemp	0	Change	74.06	74.06
07/25/2003	08:10:08	521	188	Daily Avg Unsq Super	0	Change	1.0033	1.0033
07/25/2003	08:10:08	522	189	Prev Day Avg Unsq Super	0	Change	1.0036	1.0036
07/25/2003	08:10:08	523	190	Daily Energy	0	Change	011441	000000
07/25/2003	08:10:08	524	191	Previous Day Energy	0	Change	000000	000000
07/25/2003	08:10:08	525	192	Daily Peak Flow Rate	0	Change	3993.10	0.00
07/25/2003	08:10:08	526	193	Daily Peak Flow Time	0	Change	07 27 41	00 00 00
07/25/2003	08:10:08	527	194	Prev Day Pk Flow Rate	0	Change	0.00	0.00
07/25/2003	08:10:08	528	195	Prev Day Pk Flow Time	0	Change	00 00 00	00 00 00
07/25/2003	08:10:08	529	197	Max Dial Rate	0	Change	900000	327273
07/25/2003	08:10:08	530	198	Max Flow Rate	0	Change	3993.10	1507.92
07/25/2003	08:10:08	531	200	Site ID Number	0	Change	09617759	09617759
07/25/2003	08:10:08	532	201	Site ID Number Part 2	0	Change	00000000	00000000
07/25/2003	08:10:08	533	202	Log Interval	0	Change	60	60
07/25/2003	08:10:11	534	205	Start Time	0	Change	09 00 00	09 00 00
07/25/2003	08:10:11	535	206	PCor Average Pressure	0	Change	52.31	0.00
07/25/2003	08:10:11	536	207	Average Temperature	0	Change	78.15	0.00
07/25/2003	08:10:11	537	208	Average Flow Rate	0	Change	1077.65	0.00
07/25/2003	08:10:11	538	209	Inst Flow Rate	0	Change	0.00	0.00

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Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
07/25/2003	08:10:11	539	210	Peak Flow Rate	0	Change	3720.72	0.00	
07/25/2003	08:10:11	540	211	Peak Hour Cor Vol	0	Change	001078	000000	
07/25/2003	08:10:11	541	212	Peak Hour End Time	0	Change	08 00 00	00 00 00	
07/25/2003	08:10:11	542	214	PCor Interval HI Press	0	Change	52.35	52.09	
07/25/2003	08:10:11	543	215	PCor Interval LO Press	0	Change	52.26	51.91	
07/25/2003	08:10:11	544	216	Interval HI Temp	0	Change	78.40	77.44	
07/25/2003	08:10:11	545	217	Interval LO Temp	0	Change	78.04	77.30	
07/25/2003	08:10:11	546	218	Inst Dial Rate	0	Change	0	0	
07/25/2003	08:10:11	547	219	Peak Dial Rate	0	Change	840000	0	
07/25/2003	08:10:11	548	220	Nominated Cor Vol	0	Change	999999	999999	
07/25/2003	08:10:11	549	221	Daily Cor Vol Alrm Lmt	0	Change	999999	999999	
07/25/2003	08:10:11	550	223	Daily Cor Vol	0	Change	001144	000000	
07/25/2003	08:10:11	551	224	Daily Unc Vol	0	Change	000000	000000	
07/25/2003	08:10:11	552	225	Incremental Cor Vol	0	Change	000066	000000	
07/25/2003	08:10:11	553	226	Incremental Unc Vol	0	Change	000000	000000	
07/25/2003	08:10:11	554	227	Unknown Item (227)	0	Change	0	0	
07/25/2003	08:10:11	555	228	Unknown Item (228)	0	Change	41	41	
07/25/2003	08:10:11	556	229	Audit Trail Item 5	0	Change	48	48	
07/25/2003	08:10:11	557	230	Audit Trail Item 6	0	Change	0	0	
07/25/2003	08:10:11	558	231	Audit Trail Item 7	0	Change	2	2	
07/25/2003	08:10:11	559	232	Audit Trail Item 8	0	Change	886	886	

07/25/2003	08:10:11	560	233	Audit Trail Item 9	0	Change	850	850
07/25/2003	08:10:11	561	234	Audit Trail Item 10	0	Change	852	852
07/25/2003	08:10:11	562	235	Time Log Trig	0	Change	1	1
07/25/2003	08:10:15	563	236	Volume Log Trig	0	Change	1	1
07/25/2003	08:10:15	564	237	Alarm Log Trig	0	Change	1	1
07/25/2003	08:10:15	565	238	Serial Log Trig	0	Change	0	0
07/25/2003	08:10:15	566	239	Display List Log Trig	0	Change	1	1
07/25/2003	08:10:15	567	240	Unknown Item (240)	0	Change	1	1
07/25/2003	08:10:15	568	241	Unknown Item (241)	0	Change	1	1
07/25/2003	08:10:15	569	242	Change Log Trig	0	Change	1	1
07/25/2003	08:10:15	570	243	Month Peak Hour Cor Vol	0	Change	001078	000040

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Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
07/25/2003	08:10:15	571	244	Month Peak Hour Date	0	Change	07-25-03	07-14-03	
07/25/2003	08:10:15	572	245	Month Peak Hour Time	0	Change	08 00 00	07 00 00	
07/25/2003	08:10:15	573	246	Month Peak Day Cor Vol	0	Change	000040	000040	
07/25/2003	08:10:15	574	247	Month Peak Day Date	0	Change	07-14-03	07-14-03	
07/25/2003	08:10:15	575	248	Prev Mo Pk Hour Cor Vol	0	Change	001460	001460	
07/25/2003	08:10:15	576	249	Prev Mo Pk Hour Date	0	Change	06-19-03	06-19-03	
07/25/2003	08:10:15	577	250	Prev Mo Pk Hour Time	0	Change	11 00 00	11 00 00	
07/25/2003	08:10:15	578	251	Prev Mo Pk Day Cor Vol	0	Change	002271	002271	
07/25/2003	08:10:15	579	252	Prev Mo Pk Day Date	0	Change	06-20-03	06-20-03	
07/25/2003	08:10:15	580	253	Max Day Cor Vol	0	Change	004965	004965	
07/25/2003	08:10:15	581	254	Max Day Date	0	Change	04-08-03	04-08-03	
07/25/2003	08:10:15	582	256	PCor Daily Avg Pressure	0	Change	52.32	51.91	
07/25/2003	08:10:15	583	257	Daily Average Temp	0	Change	77.61	77.28	
07/25/2003	08:10:15	584	258	Audit Trail Item 1	0	Change	225	225	
07/25/2003	08:10:15	585	259	Audit Trail Item 2	0	Change	226	226	
07/25/2003	08:10:15	586	260	Audit Trail Item 3	0	Change	206	206	
07/25/2003	08:10:15	587	261	Audit Trail Item 4	0	Change	207	207	
07/25/2003	08:10:15	588	263	AT Time Log Time-Stam	0	Change	0	0	
07/25/2003	08:10:15	589	272	Modem Baud Rate	0	Change	0	0	
07/25/2003	08:10:15	590	273	Maximum Flow Rate	0	Change	3993.10	1507.92	
07/25/2003	08:10:15	591	274	Maximum Flow Rate Tim	0	Change	07 27 41	09 29 21	
07/25/2003	08:10:15	592	275	Maximum Flow Rate Date	0	Change	07-25-03	06-19-03	
07/25/2003	08:10:15	593	276	Maximum Flow Rate Pre	0	Change	52.35	54.82	
07/25/2003	08:10:15	594	277	Maximum Hour Cor Vol	0	Change	001460	001460	
07/25/2003	08:10:15	595	278	Maximum Hour End Tim	0	Change	11 00 00	11 00 00	
07/25/2003	08:10:15	596	279	Maximum Hour Date	0	Change	06-19-03	06-19-03	
07/25/2003	08:10:15	597	280	Max Hour Cor Vol Press	0	Change	55.78	55.78	
07/25/2003	08:10:15	598	282	Maximum Dial Rate Time	0	Change	07 23 41	09 29 21	
07/25/2003	08:10:15	599	283	Maximum Dial Rate Date	0	Change	07-25-03	06-19-03	
07/25/2003	08:10:15	600	284	Maximum Dial Rate Press	0	Change	52.33	54.82	

07/25/2003	08:10:15	601	285	PCor Maximum Pressure	0	Change	60.28	60.28
07/25/2003	08:10:15	602	286	PCor Maximum Press Ti	0	Change	09 00 00	09 00 00

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Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
07/25/2003	08:10:15	603	287	PCor Maximum Press Da	0	Change	06-14-03	06-14-03	
07/25/2003	08:10:15	604	288	Max Press Flow Rate	0	Change	0.00	0.00	
07/25/2003	08:10:15	605	289	PCor Minimum Pressure	0	Change	-.01	-.01	
07/25/2003	08:10:15	607	291	PCor Min Pressure Date	0	Change	02-13-03	02-13-03	
07/25/2003	08:10:15	608	292	Min Press Flow Rate	0	Change	0.00	0.00	
07/25/2003	08:10:15	609	293	Maximum Gas Temp	0	Change	103.71	103.71	
07/25/2003	08:10:15	610	294	Max Gas Temp Time	0	Change	16 40 21	16 40 21	
07/25/2003	08:10:15	611	295	Max Gas Temp Date	0	Change	07-18-03	07-18-03	
07/25/2003	08:10:15	612	296	Max Gas Temp Flow Rate	0	Change	0.00	0.00	
07/25/2003	08:10:15	613	297	Minimum Gas Temp	0	Change	9.06	9.06	
07/25/2003	08:10:15	614	298	Min Gas Temp Time	0	Change	06 59 45	06 59 45	
07/25/2003	08:10:15	615	299	Min Gas Temp Date	0	Change	02-25-03	02-25-03	
07/25/2003	08:10:15	616	300	Min Gas Temp Flow Rate	0	Change	0.00	0.00	
07/25/2003	08:10:15	617	333	Call-In Trigger	0	Change	1	1	
07/25/2003	08:10:23	618	334	Sched Call-In Date	0	Change	01-01-01	01-01-01	
07/25/2003	08:10:23	619	335	Sched Call-In Time	0	Change	12 00 00	12 00 00	
07/25/2003	08:10:23	620	339	Sched Call-In Phone Num	0	Change			
07/25/2003	08:10:23	621	400	InstrumentConfiguration	0	Change	5	5	
07/25/2003	08:10:23	622	401	Periodic Wakeup Intervl	0	Change	1	1	
07/25/2003	08:10:24	623	409	PLog Press Display Res	0	Change	2	2	
07/25/2003	08:10:24	624	420	PLog Gas Pressure	0	Change	-.07	-.07	
07/25/2003	08:10:24	625	421	PLog Average Pressure	0	Change	0.00	0.00	
07/25/2003	08:10:24	626	422	PLog Interval HI Press	0	Change	0.00	0.00	
07/25/2003	08:10:24	627	423	PLog Interval LO Press	0	Change	99999.99	99999.99	
07/25/2003	08:10:24	628	426	PLog Maximum Pressure	0	Change	0.00	0.00	
07/25/2003	08:10:24	629	427	PLog Maximum Press Ti	0	Change	01 01 47	01 01 47	
07/25/2003	08:10:24	630	428	PLog Maximum Press Da	0	Change	01-01-01	01-01-01	
07/25/2003	08:10:24	631	429	PLog Minimum Pressure	0	Change	-.07	-.07	
07/25/2003	08:10:24	632	430	PLog Minimum Press Tim	0	Change	01 01 01	01 01 01	
07/25/2003	08:10:24	633	431	PLog Minimum Press Dat	0	Change	01-01-00	01-01-00	
07/25/2003	08:10:24	634	455	PLog Press High Limit	0	Change	100.00	100.00	
07/25/2003	08:10:24	635	456	PLog Press Low Limit	0	Change	-1.00	-1.00	

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Event Log Report

Report Name: MasterLink32 Event Log Report

Report Selections: 1 site, From 06/19/2003 09:25:20 To 09/24/2008 16:39:30

Site ID: 09617759 00401040
 Site Name: Trigen - North
 Site Location: 200 Grand

Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
07/25/2003	08:10:24	636	459	PLog Press Dead Band	0	Change	10.0000	10.0000	
07/25/2003	08:10:24	637	460	Flow Detection Scaling	0	Change	2	2	
07/25/2003	08:10:26	638	482	Default Display	0	Change	0	0	
07/25/2003	08:10:26	639	486	Modem AT Enable	0	Change	0	0	
07/25/2003	08:10:26	640	491	Modem Init String	0	Change	ATE0	ATE0	
07/25/2003	08:10:26	641	492	Modem Dial String	0	Change	ATDT	ATDT	
07/25/2003	08:10:26	642	493	Alarm Call-In Phone Nu	0	Change			
07/25/2003	08:10:26	643	494	Modem Hangup String	0	Change	ATH	ATH	
07/25/2003	08:10:26	644	495	Modem Retry Interval A	0	Change	5	5	
07/25/2003	08:10:26	645	496	Modem Retry Interval B	0	Change	1440	1440	
07/25/2003	08:10:26	646	497	Modem Retry A Count	0	Change	3	3	
07/25/2003	08:10:26	647	850	Adjusted Volume	0	Change	005143	004885	
07/25/2003	08:10:26	648	852	Unadjusted Volume	0	Change	008985	008263	
07/25/2003	08:10:26	649	855	Turbine Configuration	0	Change	1	1	
07/25/2003	08:10:26	650	861	TIB Serial Number	0	Change	00000000	00000000	
07/25/2003	08:10:26	651	863	Meter Serial Number	0	Change	09617759	09617759	
07/25/2003	08:10:26	652	864	Turbine Meter Size	0	Change	7	7	
07/25/2003	08:10:26	653	865	KM Meter Factor	0	Change	6.9756	6.9756	
07/25/2003	08:10:26	654	866	KS Meter Factor	0	Change	9.0496	9.0496	
07/25/2003	08:10:26	655	867	ABar Meter Factor	0	Change	9.8201	9.8201	
07/25/2003	08:10:26	656	868	KMO Meter Factor	0	Change	7.6745	7.6745	
07/25/2003	08:10:26	657	870	Turbine Sensor Type	0	Change	0	0	
07/25/2003	08:10:26	658	871	TIB 4-20 Out Config	0	Change	1	1	
07/25/2003	08:10:26	659	872	Normal Alarm Limit	0	Change	2.00	2.00	
07/25/2003	08:10:26	660	873	Abnormal Alarm Limit	0	Change	5.00	5.00	
07/25/2003	08:10:26	661	879	Normal Alarm Dead Band	0	Change	0.2000	0.2000	
07/25/2003	08:10:26	662	880	Abnormal Alm Dead Ba	0	Change	0.5000	0.5000	
07/25/2003	08:10:26	663	884	Adj Flow 20mA Value	0	Change	230000.0	230000.0	
07/25/2003	08:10:26	664	885	Adj Flow 4mA Value	0	Change	0.00	0.00	
07/25/2003	08:10:26	665	886	Average Delta-A	0	Change	-2.2332	0.0000	
07/25/2003	08:10:26	666	889	High Freq Out Max Freq	0	Change	0	0	
01/25/2006	13:48:52	667	19	PCor Prev PressCalZero2	0	Calib	0.0000	0.1000	PSIG

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Event Log Report

Report Name: MasterLink32 Event Log Report

Report Selections: 1 site, From 06/19/2003 09:25:20 To 09/24/2008 16:39:30

Site ID: 09617759 00401040
 Site Name: Trigen - North
 Site Location: 200 Grand

Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal Uni
------	------	------	--------	------------------	------	------	----------	---------	---------

01/25/2006	13:48:52	668	18	PCor Prev PressCalZero1	0	Calib	0.1000	0.1002	PSIG
01/25/2006	13:48:52	669	17	PCor Calibration Zero	0	Calib	0.1002	0.0502	PSIG
01/25/2006	13:48:52	670	15	PCor Reference Press #1	0	Calib	0.00	0.00	PSIG
01/25/2006	13:53:36	671	37	Prev Temp Cal Zero 2	0	Calib	0.0000	0.0000	F
01/25/2006	13:53:36	672	36	Prev Temp Cal Zero 1	0	Calib	0.0000	0.0588	F
01/25/2006	13:53:36	673	35	Temperature Cal Zero	0	Calib	0.0588	-.4012	F
01/25/2006	13:53:36	674	29	Reference Temp #1	0	Calib	77.56	43.61	F
02/12/2008	15:07:47	675	171	Timeout Delay 1	0	Change	7	25	
02/12/2008	15:08:01	676	172	Timeout Delay 2	0	Change	7	25	
02/12/2008	15:08:36	677	136	Item Number Enable	0	Change	0	3	
02/12/2008	15:09:04	678	131	Mag List 1 Item 2 #	0	Change	2	200	
02/12/2008	15:09:15	679	134	Mag List 1 Item 5 #	0	Change	852	850	
02/12/2008	15:10:06	680	133	Mag List 1 Item 4 #	0	Change	850	2	
02/12/2008	15:10:35	681	77	Mag List 2 Item 3 #	0	Change	200	48	
02/12/2008	15:11:00	682	78	Mag List 2 Item 4 #	0	Change	113	49	
02/12/2008	15:11:08	683	79	Mag List 2 Item 5 #	0	Change	13	51	
02/12/2008	15:11:14	684	80	Mag List 2 Item 6 #	0	Change	14	203	
02/12/2008	15:11:26	685	81	Mag List 2 Item 7 #	0	Change	25	204	
02/12/2008	15:11:32	686	76	Mag List 2 Item 2 #	0	Change	882	43	
02/12/2008	15:11:47	687	82	Mag List 2 Item 8 #	0	Change	44	10	
02/12/2008	15:12:11	688	83	Mag List 2 Item 9 #	0	Change	43	11	
02/12/2008	15:12:16	689	84	Mag List 2 Item10 #	0	Change	48	113	
02/12/2008	15:12:28	690	85	Mag List 2 Item11 #	0	Change	203	255	
02/12/2008	15:12:37	691	86	Mag List 2 Item12 #	0	Change	204	255	
02/12/2008	15:30:15	692	135	Mag List 1 Item 6 #	0	Change	886	850	
02/12/2008	15:30:31	693	134	Mag List 1 Item 5 #	0	Change	850	2	
02/12/2008	15:30:37	694	133	Mag List 1 Item 4 #	0	Change	2	0	
02/12/2008	15:30:41	695	132	Mag List 1 Item 3 #	0	Change	0	62	
02/12/2008	15:30:51	696	75	Mag List 2 Item 1 #	0	Change	881	850	
04/03/2008	08:12:24	697	229	Audit Trail Item 5	0	Change	48	850	
04/03/2008	08:20:37	698	230	Audit Trail Item 6	0	Change	0	0	
04/03/2008	08:20:47	699	232	Audit Trail Item 8	0	Change	886	881	

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Event Log Report

Report Name: MasterLink32 Event Log Report

Report Selections: 1 site, From 06/19/2003 09:25:20 To 09/24/2008 16:39:30

Site ID: 09617759 00401040
 Site Name: Trigen - North
 Site Location: 200 Grand

Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal U
04/03/2008	08:20:57	700	233	Audit Trail Item 9	0	Change	850	882	
04/03/2008	08:21:05	701	234	Audit Trail Item 10	0	Change	852	886	
04/23/2008	09:39:55	702	229	Audit Trail Item 5	0	Change	850	0	
04/23/2008	09:41:13	703	230	Audit Trail Item 6	0	Change	0	852	
04/23/2008	09:41:21	704	232	Audit Trail Item 8	0	Change	881	882	
04/23/2008	09:41:31	705	233	Audit Trail Item 9	0	Change	882	850	
05/07/2008	12:21:38	706	890	Counts Per Delta-A Calc	0	Change	-1	25000	
07/24/2008	11:00:00	707	871	TTB 4-20 Out Config	0	Change	1	1	
07/24/2008	11:02:12	708	201	Site ID Number Part 2	0	Change	00000000	00401040	

07/24/2008	14:37:28	709	203	Time	0	Change	13 16 49	14 37 28
07/24/2008	14:37:28	710	204	Date	0	Change	07-24-08	07-24-08
07/28/2008	17:49:51	711	5	Pulser A # of Pulses	0	Change	00000000	00000020
07/28/2008	17:51:28	712	56	Pulser A Out Scaling	0	Change	1.0000	2.0000
07/28/2008	17:51:43	713	5	Pulser A # of Pulses	0	Change	00000000	00000060
07/28/2008	17:53:44	714	5	Pulser A # of Pulses	0	Change	00000000	00000060
07/28/2008	18:00:42	715	94	Pulser B Out Select	0	Change	0	2
07/28/2008	18:02:25	716	94	Pulser B Out Select	0	Change	2	0
07/28/2008	18:02:36	717	115	Pulser Output Time	0	Change	0	3
07/28/2008	18:03:05	718	5	Pulser A # of Pulses	0	Change	00000000	00000060
07/28/2008	18:10:40	719	5	Pulser A # of Pulses	0	Change	00000000	00000060
07/28/2008	18:12:14	720	5	Pulser A # of Pulses	0	Change	00000000	00000020
07/29/2008	10:48:39	721	5	Pulser A # of Pulses	0	Change	00000000	00000020
07/29/2008	10:52:46	722	5	Pulser A # of Pulses	0	Change	00000000	00000020
07/29/2008	11:24:54	723	5	Pulser A # of Pulses	0	Change	00000000	00000010
07/29/2008	11:45:04	724	5	Pulser A # of Pulses	0	Change	00000000	00000020
07/29/2008	11:53:01	725	115	Pulser Output Time	0	Change	3	0
07/29/2008	11:53:13	726	5	Pulser A # of Pulses	0	Change	00000000	00000010
07/29/2008	12:08:14	727	5	Pulser A # of Pulses	0	Change	00000000	00000010
08/03/2008	09:45:45	728	203	Time	0	Change	09 45 41	09 45 45
08/03/2008	09:45:45	729	204	Date	0	Change	08-03-08	08-03-08
08/04/2008	16:57:19	730	255	Reserved	0	Downld	00000000	00000000
08/08/2008	10:55:04	731	238	Serial Log Trig	0	Change	0	1

Event Log Report

Report Name: MasterLink32 Event Log Report
 Report Selections: 1 site, From 06/19/2003 09:25:20 To 09/24/2008 16:39:30

Site ID: 09617759 00401040
 Site Name: Trigen - North
 Site Location: 200 Grand

Date	Time	Ev #	Item #	Item Description	UsID	Type	As Found	As Left	Cal Un
08/13/2008	09:52:45	732	203	Time	0	Change	09 52 40	09 52 45	
08/13/2008	09:52:45	733	204	Date	0	Change	08-13-08	08-13-08	
08/18/2008	14:50:57	734	255	Reserved	0	Downld	00000000	00000000	
08/22/2008	08:16:37	735	238	Serial Log Trig	0	Change	1	0	
08/22/2008	08:17:05	736	238	Serial Log Trig	0	Change	0	0	
08/27/2008	17:42:56	737	203	Time	0	Change	17 42 51	17 42 56	
08/27/2008	17:42:56	738	204	Date	0	Change	08-27-08	08-27-08	
09/02/2008	16:56:29	739	238	Serial Log Trig	0	Change	0	1	
09/02/2008	17:03:27	740	238	Serial Log Trig	0	Change	1	0	
09/08/2008	09:51:06	741	203	Time	0	Change	09 51 02	09 51 06	
09/08/2008	09:51:06	742	204	Date	0	Change	09-08-08	09-08-08	
09/16/2008	08:42:18	743	96	Corr Vol Display Res	0	Change	2	1	
09/16/2008	08:42:30	744	97	Uncorr Vol Display Res	0	Change	2	1	
09/16/2008	08:52:51	745	96	Corr Vol Display Res	0	Change	1	2	
09/16/2008	08:52:58	746	97	Uncorr Vol Display Res	0	Change	1	2	
09/24/2008	10:57:33	747	96	Corr Vol Display Res	0	Change	2	1	
09/24/2008	10:58:30	748	97	Uncorr Vol Display Res	0	Change	2	1	
09/24/2008	11:03:16	749	96	Corr Vol Display Res	0	Change	1	2	

09/24/2008	11:03:22	750	97	Uncorr Vol Display Res	0	Change	1	2
09/24/2008	16:39:30	751	255	Reserved	0	Downld	00000000	00000000

0401

COMPANY TURBINE METER INSPECTION REPORT

Customer's Name: Trigen Energy Co

Date Inspected: 3-22-06

Location: 200 Grand Blvd

Last Inspected: 12-17-04

Date Due: 2-06

Meter Number: 9617760 Size: 12" T-230 Make: RKW

Type: TURBINE-ECA

Annual Billed Volumes Checked: AA Yes AA No

If there is a significant

difference in annual billed volumes, give connected load: _____

MAKE ALL TESTS PRIOR TO MAINTENACE AND ADJUSTMENTS

Atmospheric Corrosion On Piping NO Yes

Strainer Checked: Yes

Comp. Index, If Any, Compares With Record of Index Installed with Meters: Yes

REGULATOR DATA

Make: NONE

Size:

Make:

Size:

RELIEF VALVE DATA

Make: NONE

Size:

Make:

Size:

Pressure Checks

Pressure On Meter, If Constant: As Found

53# PSI

As Left

53# PSI

Variable Pressure Range 0-100

Test Gauge Used, Kind

PIG

Type of Pressure Correcting Equipment: SCAT 0807876

cycle 41 Ind

Flow Rates Allowed at Above Pressure: Minimum: _____ Maximum: _____

Pressure Correcting Equipment Checks, If Other Than Comp. Index

Pressure Lines Damaged or Leaking: Yes No

Linkage Proper, Without Binds or Lost Motion: Yes No

Pressure Linkage Required Adjustment: Yes No

General Condition of Equipment Good: Yes No

Visual Check for Wear: Yes

Check Pressure on Equipment: Yes

Lubricated Per Manufacturer's Instructions: Yes

Pressure Test
Meter Instrument
Pressure Range

Temperature Element Checks

Span of Element Checked: Yes

Linearity of Element Checked: Yes

Spin Tests Record the Average of at Least 3 Times

Spin Tests Must be Compared with the Spin Times from the Previous Inspection Report

Meter Accessories Not Attached
<u>B-597</u>
This Spin Test <u>F-524</u> Seconds
Previous Test _____ Seconds
Spin Time After
Maintenance _____ Seconds

Meter Accessories Attached
<u>B-555</u>
This Spin Test <u>F-484</u> Seconds
Previous Test _____ Seconds
Spin Time After
Maintenance _____ Seconds

Turbine Meter Visual Inspection

Meter Interior Absent of Debris: X Yes No

Rotor Inspected: X Yes No

Accumulation of Solids: Yes X No

Flow Passageways, Drains, Breather Holes, and Lubrication System free of Debris: X Yes No

Gear Trains and Readout Device Checked for Binds, Wear, and Looseness: X Yes No

Cleaned and Re-oiled Bearings: A Yes No

Remarks: _____

Inspected By: A Winter

Supervisor: _____

04 01

COMPANY TURBINE METER INSPECTION REPORT

Customer's Name: Trigen Energy Co Date Inspected: 12-17-04
 Location: 200 Grand Blvd Last Inspected:
 Meter Number: 9617760 Size: AAT-230 Make: RKW Type: TURBINE-ECA
 Annual Billed Volumes Checked: ___ Yes ___ No If there is a significant
 difference in annual billed volumes, give connected load: _____

MAKE ALL TESTS PRIOR TO MAINTENANCE AND ADJUSTMENTS

Atmospheric Corrosion On Piping ___ Yes Strainer Checked: ___ Yes
 Comp. Index, If Any, Compares With Record of Index Installed with Meters: ___ Yes

REGULATOR DATA

Make: _____ Size: _____
 Make: _____ Size: _____

RELIEF VALVE DATA

Make: _____ Size: _____
 Make: _____ Size: _____

Pressure Checks

Pressure On Meter, If Constant: As Found 54# As Left 54#
 Variable Pressure Range _____ Test Gauge Used, Kind _____
 Type of Pressure Correcting Equipment: e cat
 Flow Rates Allowed at Above Pressure: Minimum: _____ Maximum: _____

Pressure Correcting Equipment Checks, If Other Than Comp. Index.

Pressure Lines Damaged or Leaking: ___ Yes ___ No
 Linkage Proper, Without Binds or Lost Motion: ___ Yes ___ No
 Pressure Linkage Required Adjustment: ___ Yes ___ No
 General Condition of Equipment Good: ___ Yes ___ No
 Visual Check for Wear: ___ Yes
 Check Pressure on Equipment: ___ Yes
 Lubricated Per Manufacturer's Instructions: ___ Yes

Pressure Test
Meter Instrument
Pressure Range

Temperature Element Checks

Span of Element Checked: ___ Yes
 Linearity of Element Checked: ___ Yes

Spin Tests Record the Average of at Least 3 Times

Spin Tests Must be Compared with the Spin Times from the Previous Inspection Report

Meter Accessories Not Attached
This Spin Test <u>415</u> Seconds <u>MR</u>
Previous Test <u>356</u> Seconds <u>SR</u>
Spin Time After
Maintenance _____ Seconds

Meter Accessories Attached
This Spin Test _____ Seconds
Previous Test _____ Seconds
Spin Time After
Maintenance _____ Seconds

Turbine Meter Visual Inspection Meter Interior Absent of Debris: ___ Yes ___ No
 Rotor Inspected: ___ Yes ___ No Accumulation of Solids: ___ Yes ___ No
 Flow Passageways, Drains, Breather Holes, and Lubrication System free of Debris: ___ Yes ___
 Gear Trains and Readout Device Checked for Binds, Wear, and Looseness: ___ Yes
 Cleaned and Re-oiled Bearings: ___ Yes

Remarks: _____
 Inspected By: Moritz Waterworth Waters
 Supervisor: R. Bosley

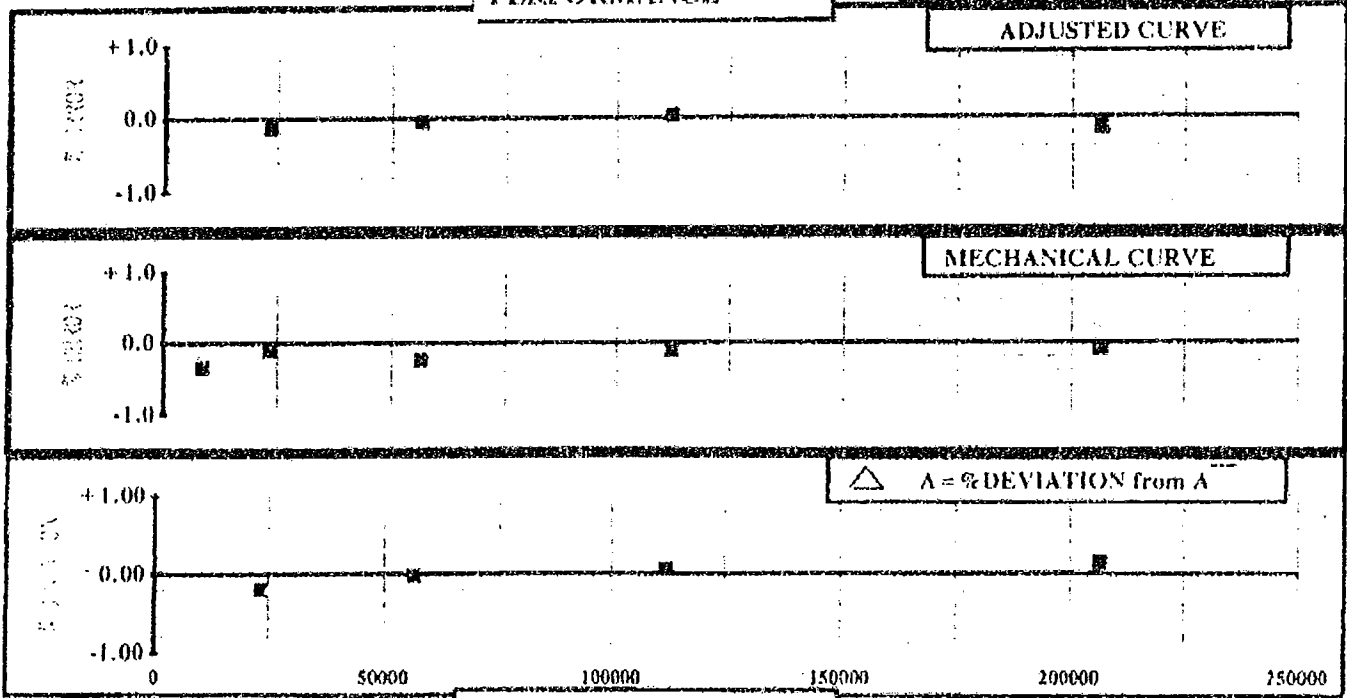


Invensys Energy Metering
 P.O. Box 528
 805 Liberty Boulevard
 DuBois, PA, U.S.A.

S/N 9617760
 9/25/02
 12" AAT-230
 AUTO-ADJUST
 TURBO-METER

Energy Metering

PERFORMANCE



LINE FLOWRATE (ACFH)

Customer.....: MISSOURI GAS ENERGY Mech. Output : 1000 CF/rev.
 KANSAS CITY, MO Change Gear: 49/70
 Customer Order No.: 33554 Mech. Out Factor: 7.6895 Pulses / CF
 Meter Model.....: 12" AAT-230 Max. Freq.: 491,274 Hz
 Working Pressure....: 220 PSIG
 Serial Number.....: 9617760 M.R. Factor: 6.9932
 Construction.....: Complete Meter S.R. Factor: 8.6341 Pulses / CF
 Recommended Min...: M.R. 400 sec. Aver. Rel. Adjustment (A): 9.7644 %
 Field Splntime.....: S.R. 300 sec. Electronics Order No...:
 Factory Order No....: 83756

Test Pressure.....: ATMOS. PSIG
 Test System.....: PLT#1 SYS#1
 Tested by.....: JMN
 Test with AIR.....: 1 S.G.
 (Fpv)2.....:
 Aver. Barometer....: 28.50 in. Hg.
 Aver. Temperature.: 73.2 F
 Base Press.....: 14.73 Psia
 Base Temp.....: 60 F
 Test Equipment Calibrated
 In Accordance With ANSI/NCSL 2540.1

POINT No.	Line Rate (ACFH)	Base Rate (SCFH)	% ERROR ADJUSTED	% ERROR MECHANICAL	% DEV.
1	8709	8065		-0.3	
2	23409	21685	-0.1	-0.1	-0.20
3	56261	51942	-0.1	-0.2	-0.02
4	112235	102419	+0.0	-0.1	+0.06
5	206535	182202	-0.1	-0.1	+0.15

9617760

ADDRESS: 200 Grand Blvd - (Industrial Park)

SN: _____

KEY: _____ NO: _____ KEY INFO: _____ KEY USE: _____

REMARKS: Remove orifice mtr. & Sed 12" - T-230 valve. (North Run)

RURAL LOC: _____

CURB BOX LOCATION: _____

CUSTOMER NAME: Tigon

DATE WANTED: _____ TIME WANTED: _____

REQUESTED BY: _____ CONTACT PHONE: 07

FIELD ORDER NO: _____ SERVING OFFICE: _____ WORK DISTRICT: _____

COMPLETED BY: 9464/3796 DATE: 2-14-03 TIME ARRIVED: 9:30 TIME LEFT: 11:30 App.

ORDER TYPE	METER NUMBER	STATUS	INDEX	LAST READ	DEMAND INDEX	BILLING CONSTANT	MTR PHA	MTR DESC	MTR LOC
<u>Solen</u>	<u>00266994</u>	<u>A</u>	<u>R</u>	<u>orifice plate</u>				<u>orifice plate</u>	<u>M-5</u>

E-097 - moisture MGR

Soms 6 09617760 R A 000000 E-097 - (D.M.) 04 M-5
T-230 Valve

FIELD RMKS: _____

CAN'T GET IN DATE: _____ CAN'T GET IN TIME: _____ WORKED BY: _____

CGI REASON: Tc# 212715

CSS Data Entry

Remarks: Remove 12" - North turn + drift pipe + set T-230 turbine mtr. - W - E Pat - Vice (P.M) Purged line - clear + mtr. registering OK Tri gun put on line w/ load OK Done on by-pass w/ south 12" Reg. Sprintest done 2-15-03 / New Sew. install by Pat. Both 12" inlet valves - shut-off + blind chgd. (M to App. later)

existing

Delivered Handbook: Yes No Shut-In Test _____ ft³/hour

Meter shut off and Locked Sealed Plugged

Visual Inspection of Fuel Line/Appliances Yes No

Regulator Vent Proper Yes No

Red Tagged Appliance Yes No

Called To Dispatcher Yes No

FI Over Service Yes No

CGI Sub Surface: Main _____ Property Line _____ Service Entrance _____

Gas Odor Sniff Test:

Readily Detectable Not Detectable Source Not Available (Advise Supervisor)

Pressure Check 56 # in w.c.

No Reg - Main Press. Lock-Up # in w.c.

All work completed in accordance with Company Standards

Employee Signature J.O. Supervisor Approval _____

Customer Signature _____

WORK ACTIVITIES

Meter Orders

Leak Orders

Instrument check over service
Vegetation survey
Odor intensity
Delivery pressure 7" w.c.
Lock up
Regulator vent
No PE pipe above grade
Atmospheric corrosion
Call in red tag
Obtain meter read
Provide handbook
Appliance Venting

Low flow meter
Soap test meter fittings
Meter / Reg. not in bind
Subsidence
Shut-in test
Visual Inspection
Meter Insulated
Purge piping
Plug open outlet
Seal meter
Plug open loop

CGI upon entry
Migration pattern
Instrument check over main
Perimeter check
Adjacent structure
Sewers
Basement drains

C.O Orders

C.O tests



COMPANY TURBINE METER INSPECTION REPORT

315-30

CUSTOMER'S NAME Trigen
 ACCOUNT NUMBER 200 GRAND
 LOCATION South Run
 METER NUMBER 961 9760 SIZE 12 MAKE Rockwell TYPE Turbine
 ANNUAL BILLED VOLUMES CHECKED: YES IF THERE IS A SIGNIFICANT DIFFERENCE IN ANNUAL BILLED VOLUMES, GIVE TOTAL CONNECTED LOAD _____

INSPECTION FREQUENCY
 ANNUALLY
 DATE: 2-13-03

MAKE ALL TESTS PRIOR TO MAINTENANCE AND ADJUSTMENTS

ATMOSPHERIC CORROSION CHECK ON PIPING: YES No STRAINER CHECKED: YES N/A
 RATE OF FLOW ON METER _____
 COMPENSATING INDEX, IF ANY, COMPARES WITH RECORD OF INDEX INSTALLED WITH METER: YES
 SIZE AND MAKE OF REGULATOR AND RELIEF VALVE Mexico E-CAT S/N 0207876
0 to 100 PSI

PRESSURE CHECKS

PRESSURE ON METER, IF CONSTANT: AS FOUND 54 psi AS LEFT 54 psi
 PRESSURE RANGE ON METER, IF VARIABLE _____ TEST GAUGE USED, KIND Spring
 TYPE OF PRESSURE CORRECTING EQUIPMENT Mercury E-CAT S/N 0207876 0 to 100 PSI

FLOW RATES ALLOWED AT ABOVE PRESSURE: MINIMUM _____ MAXIMUM _____
 PRESSURE CORRECTING EQUIP. CHECKS, IF OTHER THAN COMPENSATING INDEX.

PRESSURE LINES DAMAGED OR LEAKING: YES _____ NO
 LINKAGE PROPER, WITHOUT BINDS OR LOST MOTION: YES NO _____
 GENERAL CONDITION OF EQUIP. GOOD: YES NO _____
 VISUAL CHECK FOR WEAR: YES
 CHECK PRESSURE ON EQUIPMENT: YES
 PRESSURE LINKAGE REQUIRED ADJUSTMENT: YES _____ NO
 LUBRICATED PER MANUFACTURER'S INSTRUCTIONS: YES

PRESSURE TEST	
METER INSTRUMENT PRESSURE RANGE:	
GAUGE PRESSURE	INSTRUMENT PRESSURE

SPIN TESTS - RECORD THE AVERAGE OF AT LEAST 3 TEST TIMES.

SPIN TESTS MUST BE COMPARED TO SPIN TIMES FROM PREVIOUS INSPECTION REPORT

METER ACCESSORIES NOT ATTACHED	METER ACCESSORIES ATTACHED
THIS SPIN TEST <u>402</u> SECONDS	THIS SPIN TEST <u>388</u> SECONDS
PREVIOUS SPIN TEST _____ SECONDS	PREVIOUS SPIN TEST _____ SECONDS
SPIN TIME AFTER MAINTENANCE _____ SECONDS	SPIN TIME AFTER MAINTENANCE _____ SECONDS

TURBINE METER VISUAL INSPECTION

METER INTERIOR ABSENT OF DEBRIS: YES NO _____

ROTOR INSPECTED: YES ACCUMULATION OF SOLIDS: YES _____ NO
 EROSION OF ROTOR BLADES: YES _____ NO MISSING BLADES: YES _____ NO
 FLOW PASSAGEWAYS, DRAINS, BREATHER HOLES, AND LUBRICATION SYSTEM, FREE OF
 EBRIS: YES NO _____ GEAR TRAINS AND READOUT DEVICE CHECKED FOR BINDS, WEAR,
 AND LOOSENESS: YES

CLEANED AND RE-OILED BEARINGS: YES (MORE FREQUENT IF NEEDED)
 REMARKS: EXPLAIN ALL ADJUSTMENTS AND REPAIRS, IN DETAIL, ON THE REVERSE SIDE

INSPECTED BY [Signature] SUPERVISOR'S APPROVAL [Signature]

ADDRESS: _____

SN: _____

KEY: _____ NO: _____ KEY INFO: _____ KEY USE: _____

REMARKS: *Spin test turbine - Install Two Mercury E-Cats*

RURAL LOC: _____

CURB BOX LOCATION: _____

CUSTOMER NAME: *Trigen Corp*

MEDICAL EQUIP: _____ SECTOR NUMBER: _____ WORK DISTRICT: _____

CONTACT PHONE: _____

FIELD ORDER NO: _____ SERVING OFFICE: _____ DATE WANTED: _____

COMPLETED BY: *D Moritz* DATE: *2-13-03* TIME ARRIVED: *17458* TIME LEFT: *0125*

- SEL _____ NO GAS
- _____ PILOT LIGHTS OUT
- _____ GAS ODOR INSIDE HOUSE
- _____ GAS ODOR OUTSIDE HOUSE
- _____ OTHER (USE REMARKS)

- SEL _____ HIGH/LOW PRESSURE
- _____ FUMES
- _____ BLOWING GAS
- _____ CUSTOMER PROBLEM
- _____ CAR HIT METER/REGULATOR

- SEL _____ FIRE
- _____ PUBLIC HAZARD
- _____ DIG IN
- _____ LOCATE GAS LINE
- _____ TEST ORDER

SVC	METER NO	LAST RD	PHA	DESC	LOC	SUP	INST
	<i>9617760</i>		<i>000000</i>	<i>Mercury E-Cat</i>	<i>S/N 0207876</i>	<i>0 to 100 PSI</i>	
	<i>9617759</i>		<i>000000</i>	<i>Mercury E-Cat</i>	<i>S/N 0207877</i>	<i>0 to 100 PSI</i>	

FIELD RMKS: *Installed correctors*

CAN'T GET IN DATE: _____ CAN'T GET IN TIME: _____ WORKED BY: _____

CGI REASON: _____

Trigen Energy Co

09617760 219 ROCKWELL 12 IN T-230 AA TURBINE
02/18/03 04 ROCKWELL
11 TURBINE METERS
F04JJJ MHDC MHC G GAS METER DATA CHANGES

T 21275 02/18/03
02/18/03 13:20

CHANGE		*CURRENT*		*CHANGE*		*CURRENT*
DATA		*DATA*		*DATA*		*DATA*
	METER NBR	09617760		DIALS		6
	PURCHASE DATE	02/18/03		DIAPHRAGM		NO
	DESC	219		METER DEVICE		
	MFGR	04				
	TYPE	11				
	STATUS	T				
	ERT-ID:					

0 SHOP INDEX OFFICE: 07
KANSAS CITY, MO

NEXT FUNCTION: DATA: 0046

200 Grand Blvd cycle 41

F04JJJ MHGP DISP

GAS METER PURCHASE

02/18/03 13:19

METER SHOP : 55

BEGINNING METER NO : 09617759 ERT ID:
ENDING METER NO : 09617760 ERT TYPE:
TOTAL METERS 2

DESC : 219 ROCKWELL 12 IN T-230 AA TURBINE
MFGR : 04
TYPE : 11 ROCKWELL
DIALS : 6 EMPLOYEE SET ID:
DIAPHRAGM : NO OWN/LEASE/RENT:

PRESS PF12 TO CONFIRM

NEXT FUNCTION: DATA:

0046



FAX Cover Sheet

Munger Company, Inc. 7905 Bond, Lenexa, KS 66214 Phone: 913 894 4044 Fax :913 894 9256

To Richard Bosley
Company Missouri Gas Energy
Phone
Fax 816 472 3758
Subject Fisher 12 Inch Butterfly Valve

From Gregg Polley
Date 9/4/02
Pages (inc/cover) 4
Quote # GAP- 224703

Richard,

The following pages detail our quotation based on your conversation last week with Jeff Hoffman.

We apologize for the delay. It took some time to look up the model number for the ASCo solenoid valve MGE has requested on similar valves in the past. Once we found that number, it had to be updated to a newer model number.

For you records, the old model number we had installed on previous valves was WPIS8314A301, the number is now WBIS8314A301, both 24 VDC.

Please review this information, and call if you have any questions.

Sincerely,

Gregg Polley,
Inside Sales Engineer, Munger Company, Inc.

PO To: Fisher Controls, c/o Munger Company, Inc.
Shipment: 3-4 weeks ARO estimated
FOB: Shipping Point
Freight: Motor Freight Prepaid and Allowed
Terms: Net 30 days
Expiration: Price is valid until 10/4/02

Items are subject to prior sale



Tomorrow's Process Management Solutions Today

Quotation Summary

FISHER

Missouri Gas Energy
Fax: Phone:
Contact: Richard Bosley
RFQ:
Project:

Munger Company, Inc.

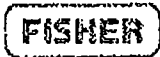
Contact: Gregg Polley
Quote: GAP-224703

Rev: 00 Date: 04 SEP 02

Item	Rev	Qty	Description/Tag	Price Each U.S. Dollars	Total Price U.S. Dollars	Est. Del.
001		1	8560 E-Disc,12 Inch;Size 60 1052	5,918.20	5,918.20	

Total Base Bid: 5,918.20

All Prices are In: U.S. Dollars

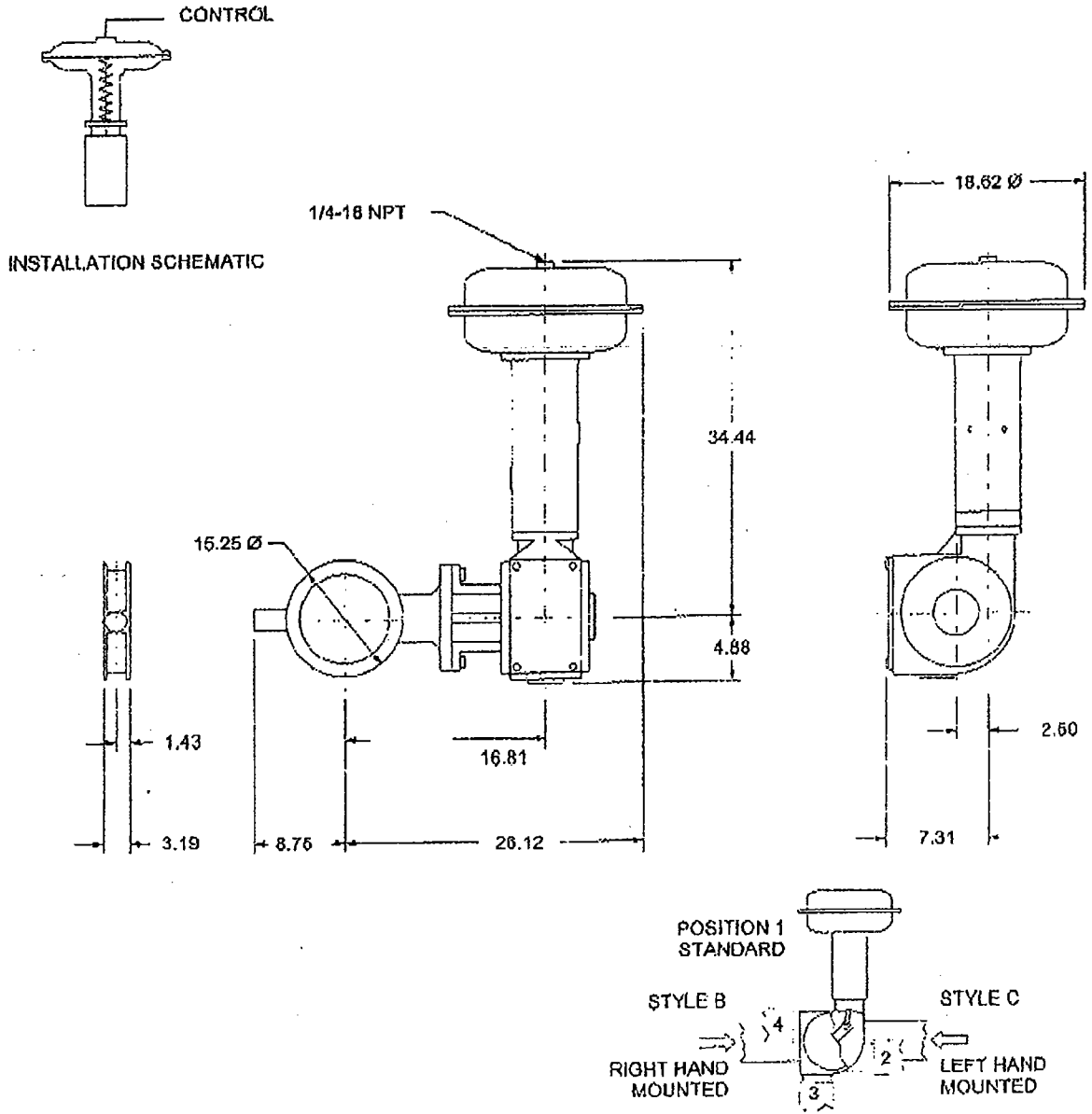


Fisher Controls

Munger Company, Inc.

Purpose of drawing is for dimensional reference only.

Total Calculated Assembly Weight: 287 lb



Unit of Measure = inches, scale=none. Envelope Dimensions are +/- .25. Face to Face Tolerance per ANSI.
 9/4/02 DIMENSIONS CERTIFIED CORRECT BY © 2002 Fisher Controls Intl, Inc. FISHER-ROSEMOUNT

8560 12 IN 150 FLGLES	CUSTOMER: Missouri Gas Energy
1052 SZ 60 Style B Pos 1	CUST REF #:
	TAG NO:
	FISHER REF #: GAP-224703-00
AR = Actuator Removal Clearance	ITEM NO: 001 REV: 024-1.2.33-1.177-173-462

Product Specification Report

FISHER
Missouri Gas Energy
Munger Company, Inc.
Fax: Phone:
Contact: Richard Bosley
Contact: Gregg Polley
RFQ:
Quote: GAP-224703
Rev: 00
Date: 04 SEP 02
Project:
Item: 001
Desc.: 8560 E-Disc, 12 Inch, Size 60 1052
Tags:
Net Price Each: 5,918.20 U.S. Dollars
Total Net Price: 5,918.20 U.S. Dollars
FS51201267PTANN

Valve Type : 8560 E-Disc
 Size : 12 Inch
 Body Style : Flangeless
 Rating : Class 150
 Body Material : WCC Steel
 Disk Material : 316 SST
 Shaft/Pin Material : 17-4PH H1075
 Shaft Size : 1 1/2 Inch
 Bearing : PEEK
 Packing : PTFE V-Ring
 Seal Ring : PTFE
 Flow : Forward
 Flow Char : Linear
 Retainer Material : STL SA-515-70

FS1052K-474B

Actuator Type : 1052
 Actuator Size : 60
 MTG Yoke Style : F
 Valve Action : PDTC
 Mtg Style : B
 Act Mtg : RH
 Act Mtg Pos : 1
 Valve Type : 8510-8550
 Rotation : 0-90 DEG
 Air to Diaphragm : 0-33 psig Actual
 Shaft Size : 1 1/2 Inch
 Benchset Initial : 3.0 psig
 Spring Number : 1P2702
 Spring Seat : Unspecified
 Actuator Connections : 1/4 " NPT
 Positioner Mtg. Adapt. : None
 Switch Mtg Adaptation : None
 Switch Housings : None
 Cover Plate : Aluminum
 Locking Mechanism : No
 Locking Mech. Adaption : No
 Diaphragm Matl : Nitrile
 Flowscanner Test Fittings : None
 Fail Direction : Fail Up
 Actuator Style : Spg & Dlaph

***ASCO IS SOLENOID**

RICHARD

MISSOURI GAS ENERGY
Work Order Estimate

ProjectName Trigen Meter Set 12" Turbine

Location Trigen Plant, 200 Grand St, KCMO

WO# 034365

Div/Twn: 0401

City Kansas City-Jackson

TaxCode: 043-050

Class: 32 Item: 404 BudgetCategory: 420

DateRouted:

Cust Need Date:

Approval Stamp

Budget Description Replace Meter & Reg 2" & Larger - 3820/3830 (32-404)

Design Date

Supervisor

MEA:

Engineer Tom McGill

Approved

Reimbursable

JobType Major

Contributions:

\$0.00

Sales Tax	
State:	\$0.00
City:	\$0.00
County:	\$0.00
Local:	\$0.00
Total Materials:	\$22,047.72
Total Energy:	
Total Taxable Charges:	

Summary	
Subtotal:	\$24,321.24
Labor Overheads@96.74%	\$5,298.48
Less 36.60% on O.T.	\$0.00
Stores Loading@ 28.00%	\$5,276.37
Lost Opportunity @ 0.00%	\$0.00
Lost Opportunity Overheads @ 0.00%	\$0.00
Total Taxes:	\$0.00
Construction Overheads@ 46.50%	\$16,226.68
TOTAL:	\$51,122.77
Contrib./Reinburs.Amt:	\$0.00
NetToCompany:	\$51,122.77

Approvals:

Date	Signature	Date	Signature
15 Aug 02	<i>[Signature]</i>		
8/15/02	<i>[Signature]</i>		

Other Contacts:

MISSOURI GAS ENERGY

Work Order Estimate

WO# 034365

ProjectName: **Trigen Meter Set 12" Turbine**

Location: **Trigen Plant, 200 Grand St, KCMO**

DETAILS

TrackNumber 072502602

Type	Description	Rate/UnitPrice	Units/Hours	Rate	All	O.T.
Labar						
Electronics	Technical & Truck	\$35.00	16	1	\$560.00	
Pressure&	Maintenance	\$27.00	40	1	\$1,080.00	
Truck Driver	- HYDRALIFT	\$28.41	16	1	\$454.56	
Welder		\$31.34	32	1	\$1,002.88	
DMO		\$28.94	40	1	\$1,157.60	
Supervisor		\$30.55	40	1	\$1,222.00	
Subtotal:					\$5,477.04	

Mat						
	ACTUATOR-FISCHER 12" E-DISK	\$7,500.00	1		\$7,500.00	
	FLANGE-WELD NECK RAISED FACE STEEL 150 LB 8 IN STD	\$51.10	2		\$102.20	
	FLANGE-WELD NECK RAISED FACE STEEL 300 LB 12 IN STD	\$74.67	12		\$896.04	
	VEIN-STRAIGHTENING PIN-TYPE 12" 120 LB.	\$500.00	2		\$1,000.00	
	NIPPLE-BLK ST SHAPED 90 DEG SCARFED 2 X 12	\$5.92	4		\$23.68	
	NIPPLE-BLK STEEL THREADED 2 X 4 STD	\$1.02	4		\$4.08	
	VALVE-GATE-STEEL WELDEND 500 LB WOG 2 IN	\$297.50	4		\$1,190.00	
	PIPE-ST-TH FILM 12 3/4" OD .250 W X-42 ERW BEV DRL	\$13.32	55		\$732.60	
	REDUCER-STEEL CONCENTRIC WELD 8 X 12 WPB	\$50.40	2		\$100.80	
	CORRECTOR	\$3,644.00	2		\$7,288.00	
	CAP-STEEL-WELD 2 IN STD	\$1.70	4		\$6.80	
Subtotal:					\$18,844.20	

MISSOURI GAS ENERGY

Work Order Estimate

WO# 034365

ProjectName: **Trigen Meter Set 12" Turbine**

Location: **Trigen Plant, 200 Grand St, KCMO**

PURPOSE AND NECESSITY

WO# 034365

Replace the existing orifice meters at Trigen. The existing orifice meters at Trigen do not meet AGA 3 standards. It is estimated that we may losing as much as 10% of the gas volumes due to inaccurate measurement. The gas lost due to poor measurement for this meter is estimated to be 20,100 mcf per year. We will need to purchase two of the 12" Auto Adjust Turbine Meters w/correctors.

Field Worksheet

Customer NEED date: Sales Rep

Field Supervisor

TrackNumber PreparedBy W.O.#

ProjectName Town

Location JobType

PurposeStatement

NewService IncreasedLoad ServiceLocationInquiryOnly

DateSentContract InitialContactDate TypeOfBusiness

NoOfMeters PhaseNo FactSheetDate TypeOfCustomer

Contacts:

Equipment CFH Winter Summer Margin PressureRequirement

ElevatedReqFormRet

MOP SizeMeter SizeService
 SystemMOP SizeRegulator MinTap
 SystemMAOP SizeReliefValve SizeMain

Customer NEED date: Need to START Construction by: CheckByCorrosion
 BudgetCategory CheckByBigMeter
 ReimbursableAmount MeterDeposit CheckOther

Approvals:

Date	Name
Local <input type="text"/>	by <input type="text"/>
ApprovalEconomicDate <input type="text"/>	by <input type="text"/>
ApprovalStampDate <input type="text"/>	by <input type="text"/>

OperatingArea GradingBy
 Section StreetsBy
 Township Status
 Range

BuildingPermitObtained DateApproved
 Reimbursable

EstCostFromSales
 MEA

Budget Description

OtherCostsMeter	\$0.00
OtherCostsSet	\$0.00
OtherCostsReg	\$0.00
OtherCostsService	\$0.00
OtherCostsMain	\$0.00
TotalFromEstimate	\$51,122.77
TotalProjectCost	\$51,122.77

Material Requisition

WorkOrderNo.	034365	JobType: Major	Supervisor:	
ProjectName	Trigen Meter Set 12" Turbine			
Project Location	Trigen Plant, 200 Grand St, KCMO			
Town	Kansas City-Jackson			
Project Type	Replace Meter & Reg 2" & Larger - 3820/3830 (32-404)			
Engineer	Tom McGill	Approved Date:		EstStartDate

MaterialCode	Description	Quantity
3111303	CAP-STEEL-WELD 2 IN STD	4
3167847	FLANGE-WELD NECK RAISED FACE STEEL 150 LB 8 IN STD	2
3168246	FLANGE-WELD NECK RAISED FACE STEEL 300 LB 12 IN STD	12
3176568	NIPPLE-BLK ST SHAPED 90 DEG SCARFED 2 X 12	4
3185175	NIPPLE-BLK STEEL THREADED 2 X 4 STD	4
3201021	PIPE-ST-TH FILM-12 3/4" OD .250 W X-42 ERW BEV DRL	55
3276261	VALVE-GATE-STEEL WELDEND 500 LB WOG 2 IN	4
nonstkactuator	ACTUATOR-FISCHER 12" E-DISK	1
nonstkred	REDUCER-STEEL CONCENTRIC WELD 8 X 12 WPB	2
nonstkvein	VEIN-STRAIGHTENING PIN-TYPE 12" 120 LB.	2
nonstkcorrector	CORRECTOR	2



QUOTATION
GROEBNER & ASSOCIATES, INC.

Manufacturers' Sales Representatives
 Distributors

2828 S. 44th Street
 Kansas City, KS 66106

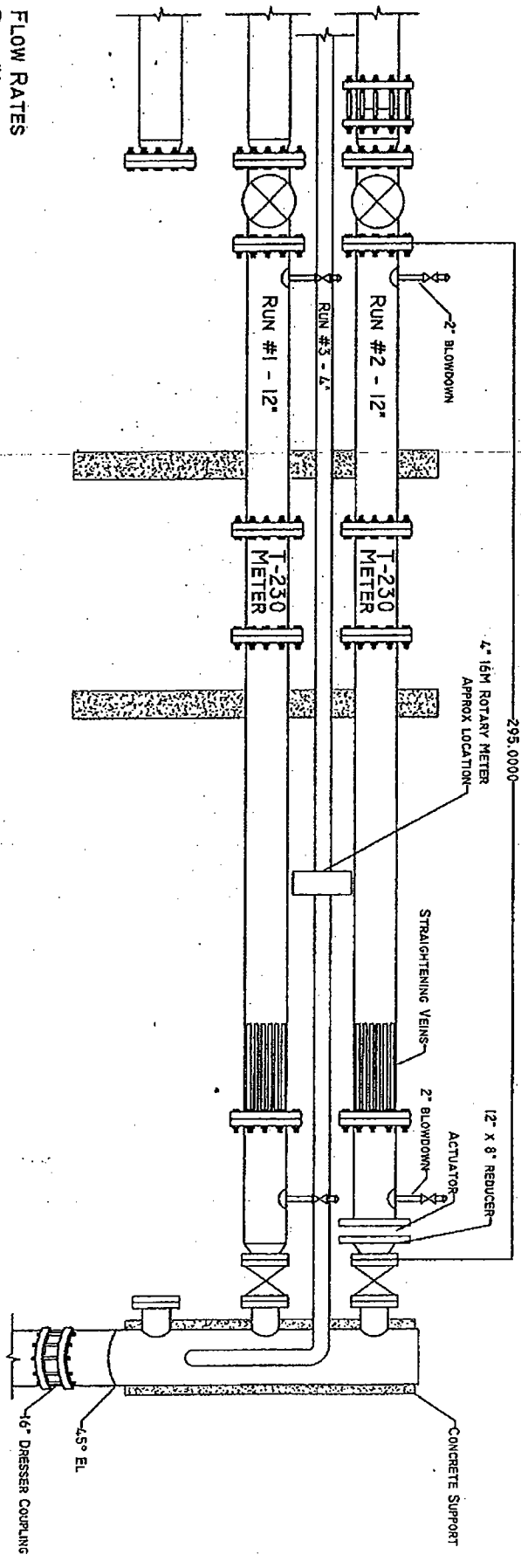
913-384-1510
 Fax Line: 913-384-1032

S O L D T O	Name Tom McGill	Inquiry Date 8/15/2002	Due Date
	Company Missouri Gas Energy	Delivery Time 45 days ARO	Valid Until 60 Days
	Address	Vendor Code No. Invensys	Our Reference No.
	City, State, Zip	Salesperson Steve D'Amato	Inquiry No.

Date	Order No.	Ship Via	F.O.B.	Shipping Point	Terms	
8/15/02		Best Way			Net 30 Days	
ITEM	QUAN.	UNIT	PART NO.	DESCRIPTION	PRICE	AMOUNT
1	2	ea	AAT-230-220	Invensys AutoAdjust Turbo-Meter, Model AAT-230 12", 150# ANSI Flanges, 220psi wp	\$23,670.40	\$47,340.80
2	2	ea	Mini-AT-TOC-PT	Invensys / Mercuty Turbine Corrector - Pressure & Temperature Correction, AC Powered with Battery Backup, One Form C Output & 1 Form A Alarm output, Mounted in 800 Series Case (EC-AT case), Additional SPA Board for extra Form A output For second phase of the project ...	\$3,644.00	\$7,288.00
3	2	ea	T-140-220	Invensys Mark II Turbo-Meter, Model T-140, 12", 150# ANSI Flanges, 220psi working pressure	\$13,651.30	\$27,302.60
Total						\$81,931.40

Authorized _____ Follow-up Date _____
 Signature _____ Mail/Fax Date _____ Follow-up Name _____

cc: Customer Service
 Salesman
 Manufacturer



FLOW RATES
 RUN #1
 RUN #2
 RUN #3
 CORRECTION FACTOR =
 INLET PRESSURE = 58#
 TRIGEN TOTAL CAPACITY FOR RUNS 1-3 =
 TRIGEN ESTIMATED CONNECTED LOAD = 1,942 MCFH

REV	1
DATE	8/7/2002
SCALE	1:1
DRAWN BY: T. MCGILL	

TRIGEN NEW METER SET
 FORMER KCP&L, KANSAS CITY, MO

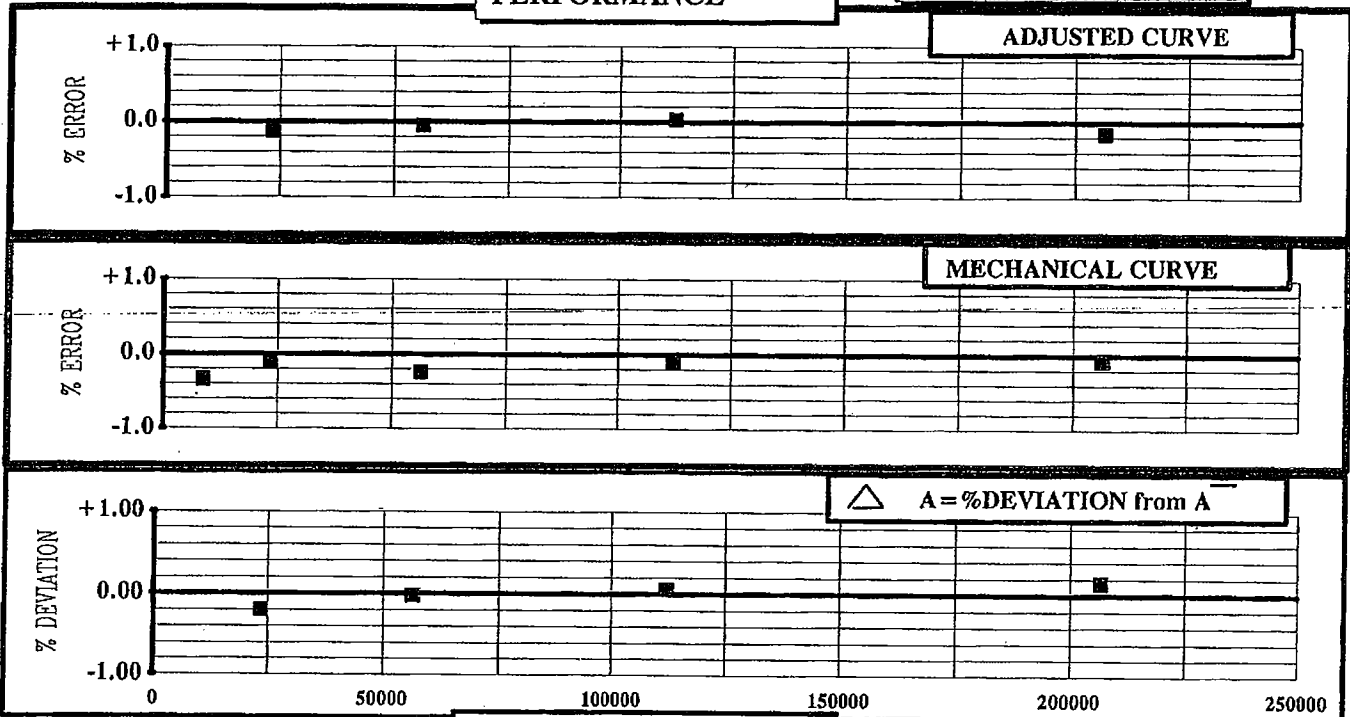


Invensys Energy Metering
 P.O. Box 528
 805 Liberty Boulevard
 DuBois, PA. U.S.A.

S/N 9617760
 9/25/02
 12" AAT-230
 AUTO-ADJUST
 TURBO-METER

Energy Metering

PERFORMANCE



LINE FLOWRATE (ACFH)

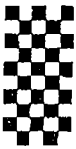
Customer.....:	MISSOURI GAS ENERGY	Mech. Output :	1000 CF/rev.
	KANSAS CITY, MO	Change Gear:	49/70
Customer Order No.:	33554	Mech. Out Factor:	7.6895 Pulses / CF
Meter Model.....:	12" AAT-230	Max. Freq.:	491.274 Hz
Working Pressure....:	220 PSIG		
Serial Number.....:	9617760	M.R. Factor:	6.9932
Construction.....:	Complete Meter	S.R. Factor:	8.6341 Pulses / CF
Recommended Min....:	M.R. 400 sec.	Aver. Rel. Adjustment (A):	9.7644 %
Field Spintime.....:	S.R. 300 sec.	Electronics Order No....:	
Factory Order No....:	83756		

POINT	Line Rate	Base Rate	% ERROR	% ERROR	
No.	(ACFH)	(SCFH)	ADJUSTED	MECHANICAL	% DEV.
1	8709	8065		-0.3	
2	23409	21685	-0.1	-0.1	-0.20
3	56261	51942	-0.1	-0.2	-0.02
4	112235	102419	+0.0	-0.1	+0.06
5	206535	182202	-0.1	-0.1	+0.15

Test Pressure.....: ATMOS. PSIG
 Test System.....: PLT#1 SYS#1
 Tested by.....: JMN
 Test with AIR.....: 1 S.G.
 (Fpv)2.....:
 Aver. Barometer....: 28.50 in. Hg.
 Aver. Temperature.: 73.2 F
 Base Press.....: 14.73 Psia
 Base Temp.....: 60 F
 Test Equipment Calibrated
 In Accordance With ANSI/NCSL Z540-1

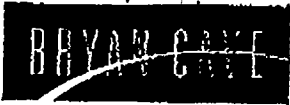
12" AAT-230
 9617760

EXHIBIT 6



OCT. 19. 2009 5:19PM

NO. 210 P. 1



Facsimile Cover

Bryan Cave LLP
 One Kansas City Place
 1200 Main Street, Suite 3500
 Kansas City, MO 64105-2100
 Tel (816) 374-3200
 Fax (816) 374-3300
 www.bryancave.com

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Date: October 19, 2009
 From: James D. Lawrence
 Sent by: Lisa Gagliardi
 To: David Kirkland
 Company: Missouri Gas Energy

Telephone: (816) 374-3378
 Sender's Direct Fax Number: (816) 855-3378
 Fax Number: (816) 360-5520
 Telephone:

Matter
 Message:

Number of Pages Including Cover:

To Sender:

Do you wish to be contacted when fax is sent?
 Do you wish to be contacted at your home/office if fax cannot be sent within one hour? Tel:

Yes No
 Yes No

If all pages are not received, please call (816) 374-3344.



Jim L. Ferruccio
Partner
Direct: 816-374-3378
jlferruccio@bryancave.com

October 19, 2009

VIA U.S. MAIL AND FACSIMILE: (816) 360-5520

David K. Kirkland
Director, Gas Supply
Missouri Gas Energy
3420 Broadway
Kansas City, MO 64111-2404

Dear David:

This law firm represents Trigen Kansas City Energy ("Trigen"). I am writing in response to your letter to Jeff Dykes dated September 21, 2009 concerning MGE's request for payment of \$3,871,399.58 for unbilled natural gas services. Trigen believes that MGE is solely responsible for the error, and under Missouri law, Trigen is not required to pay the sums requested in the invoice.

Our internal investigation reveals that Trigen bears absolutely no responsibility for the alleged programming error. The facts as we understand them are relatively simple. In April 2003, MGE changed the metering system at Trigen's Kansas City facilities without Trigen's input, advice, or assistance. In fact, according to your September 21st letter, MGE's own technicians verified that the new metering equipment installed at Trigen was transmitting an accurate meter reading signal. From 2003 to August 2008, Trigen reasonably relied upon the accuracy of MGE's meter reading signal to determine its natural gas costs. It would have been impractical, if not altogether impossible, for Trigen to discover MGE's error on its own.

For a period extending over five years Trigen reasonably believed that its natural gas costs were far less than what they allegedly should have been. As you can imagine, an unexpected 100% increase in Trigen's natural gas costs in this economic environment has caused significant disruption to Trigen's budgeting process. This fact is particularly poignant because Trigen, with MGE's knowledge, recently completed a lengthy and expensive rate proceeding before the Missouri Public Service Commission ("PSC") based upon the reasonable assumption that MGE was properly transmitting correct data concerning Trigen's natural gas usage. As you are no doubt well aware, Trigen cannot unilaterally reset its rates to reflect its actual natural gas costs simply because MGE allegedly underbilled Trigen over a 63 month period.

Bryan Cave LLP
One Kansas City Place
1200 Main Street
Suite 3500
Kansas City, MO 64105-2100
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Fax (816) 374-3300
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David K. Kirkland
October 19, 2009
Page 2

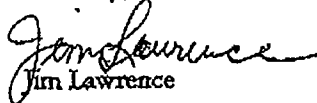
Bryan Cave LLP

Under the circumstances, it is unreasonable for MGE to expect Trigen to pay for MGE's mistake when Trigen must also live with the consequences of that mistake.

Although we are committed to working with MGE to resolve these issues, we will not be providing the documents requested by MGE in the September 21st letter. First, Trigen's meter reads will not be produced because, as discussed above, these meter reads were based entirely on information provided by MGE's allegedly incorrect usage reporting signal. MGE has the same information that was provided to Trigen over the relevant time period and there is no reason for Trigen to incur the expense and effort to collect and produce this information. Second, records of how Trigen measures natural gas use are also irrelevant. Trigen could not have reasonably discovered MGE's mistake on its own regardless of how it measures natural gas usage.

Please understand that Trigen has no other alternative but to bring this matter before the Missouri Public Service Commission unless the parties can resolve this dispute immediately. If MGE is not willing to submit an invoice that takes into consideration the damage incurred by Trigen, Trigen will seek relief before the PSC, an appropriate judicial venue, or both. I look forward to an immediate response.

Sincerely,


Jim Lawrence

JL

cc: Jeff Dykes
Robert Arendell

EXHIBIT 7



MISSOURI GAS ENERGY

Todd Jacobs, Senior Attorney • 3420 Broadway • Kansas City, MO • 64111 • 816-360-5796 • Todd.Jacobs@sug.com

November 19, 2009

VIA OVERNIGHT MAIL

Jim Lawrence
Bryan Cave LLP
One Kansas City Place
1200 Main Street
Suite 3500
Kansas City, MO 64105-2100

RE: Trigen Kansas City Energy ("Trigen") Matter

Dear Jim:

I have received a copy of your October 19, 2009 letter to David Kirkland of Missouri Gas Energy ("MGE") which rejects MGE's demand for \$3,871,399.58 for unbilled natural gas and natural gas service. In your letter, you refuse to provide information on Trigen's meter reads or how Trigen measures its natural gas use. You assert that that under Missouri law, Trigen is not required to pay for the natural gas that it has received.

Simply put, your client has received natural gas for over a five year period without paying for all of it. Notably absent from your letter is a denial of this fact. MGE has not alleged that Trigen had any fault related to the programming error. MGE has not yet alleged that Trigen, as a sophisticated operator of an energy plant, knew or should have known that it was receiving more natural gas than it was billed. I understand from your letter that Trigen, a leading operator of community energy systems in North America, is asserting that it was unaware of its actual natural gas consumption for over a five year period.

MGE regrets that the programming error occurred. This error does not, however, entitle Trigen to have used – and to have benefitted from the use of – natural gas without paying for it. I would invite you to forward me the Missouri law that you assert would not require Trigen to pay for goods and services that it received, as I am unaware of any such law or regulations on point.

In your letter, you mention Trigen's recent rate case before the Missouri Public Service Commission ("PSC"). I would note that Trigen entered into a stipulation on the matter on September 9, 2008, which is after MGE notified Trigen of the programming error, after Trigen was notified of how long the programming error existed, and after Trigen began paying for the amount of natural gas that it was actually using. As Trigen was fully aware of the programming error at the time it entered into a stipulation on its rate

case, I fail to see how it is "unreasonable" for MGE to now request payment for natural gas that Trigen used, considering the timing of that stipulation.

As you know, the relationship between Trigen and MGE is governed by MGE's tariffs on file with the PSC as well as the regulations of the PSC. MGE's rates and billing practices are reviewed and approved by the PSC. The PSC has primary jurisdiction on these and other matters under its jurisdiction.

Consistent with its tariffs and PSC regulations, MGE has investigated this matter, reviewed your claims, and believes that Trigen is liable for \$3,871,399.58 for natural gas and natural gas service, as detailed in MGE's previous communications to Trigen. You have stated that Trigen has no other alternative than to bring this matter before the PSC. As you have stated that Trigen will not pay for the natural gas and natural gas service that it received from MGE, I concur that this is your proper remedy. Although it is not clear in your letter, I assume that Trigen is disputing the entire amount.

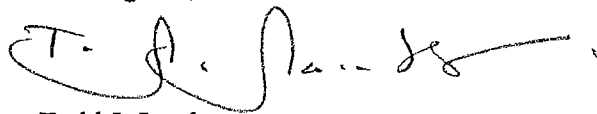
MGE considers Trigen to be in default for non-payment based on your recent letter. Given the nature of Trigen's business, I want to advise you of your right to file a complaint with the PSC before we initiate the process of discontinuing Trigen's natural gas service for non-payment.

Under PSC regulations, you may file a complaint with the PSC under 4 CSR 240-2.070. To initiate a complaint, you may call the PSC at 1-800-392-4211 or obtain information on how to file a complaint electronically at <http://www.psc.mo.gov/file-a-complaint>.

Please advise me if Trigen has filed a complaint no later than Tuesday, November 24th, 2009. After that date, MGE will initiate the process to discontinue natural gas service to Trigen for non-payment. The process to discontinue natural gas service is detailed in our tariffs. If a complaint is not filed by November 24th, Trigen will receive further communication from MGE which will specify the date on which service will be terminated. Trigen will be further advised of its rights to dispute the bill via a complaint with the PSC. I will ensure that you are copied on such communications.

Please contact me if you have any questions. Kindly direct all future communications on this matter to my attention.

Best regards,

A handwritten signature in black ink, appearing to read "T. J. Jacobs", written over a horizontal line.

Todd J. Jacobs
Senior Attorney
Missouri Gas Energy

EXHIBIT 8

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

5.10 METER TESTING: Company will, when requested in writing by a customer upon reasonable notice, test the accuracy of the meter in use by such customer; provided customer shall agree to accept the results of the tests made by Company as final. If such a test is requested by a customer within a period of one year after the date of installation or the last previous test of said meter, customer may be required by Company to make a deposit to cover the actual cost of such test. Any deposit made in compliance to the foregoing shall be refunded or credited to customer's account if the meter is found when tested to have an average error of more than 2 percent fast. If the meter is found to be less than 2 percent fast, said deposit shall be retained by Company.

5.11 BILLING ADJUSTMENT:

(A) For all billing errors, the Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments (except as provided in (B), (C) and (D) of this provision) for the period estimated to be involved as follows:

Residential Customers:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge existed not to exceed twelve consecutive billing

FILED

APR 29 1997

97-212
MO. PUBLIC SERVICE COMM

APR 29 1997

DATE OF ISSUE April 21 1997
month day year

DATE EFFECTIVE ~~APR 29 1997~~
month day year

ISSUED BY Charles B. Hernandez

Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company For All Missouri Service Areas

RECEIVED

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE JAN 7 1994

periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

Customers Other Than Residential:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

(B) No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.

(C) Where, upon test, a meter error is found to be 2% or less, no billing adjustment will be made.

(D) When evidence of tampering is found, or misrepresentations of the use of service by the customer, the Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such a claim after determining the probable period during which such condition existed from all related and available information.

(E) When the customer has been undercharged, except as provided in (D) of this rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.

(F) If a meter malfunctions or does not register for any period, Company may estimate and charge for the gas used in conformance with (A) above by averaging the amount registered over similar periods preceding or subsequent thereto, or over corresponding periods in previous years.

94 - 40

DATE OF ISSUE January 07 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs