

FILED
September 2, 2014
Data Center
Missouri Public
Service Commission

Exhibit No.: 600
Issues: Policy, Quality of Service
Witness: Brian T. Brooks
Sponsoring Party: Missouri Propane Gas Association
Type of Exhibit: Rebuttal Testimony
Case No.: GR-2014-0086
Date Testimony Prepared: July 9, 2014

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Summit Natural Gas of)
Missouri, Inc.'s Filing of Revised Tariffs) Case No. GR-2014-0086
To Increase Its Annual Revenues For)
Natural Gas Service)

**REBUTTAL TESTIMONY OF
BRIAN T. BROOKS
ON BEHALF OF THE
MISSOURI PROPANE GAS ASSOCIATION
JULY 9, 2014**

NP

MPGA Exhibit No. 600
Date 8-19-14 Reporter KF
File No. GR-2014-0086

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

**REBUTTAL TESTIMONY OF
BRIAN T. BROOKS
ON BEHALF OF THE
MISSOURI PROPANE GAS ASSOCIATION**

JULY 9, 2014

CONTENTS

	<u>Page</u>
I. Introduction.....	1
II. Purpose and Summary of Testimony	1
III. Conversion costs	2
IV. Rates Set Below Cost-Of-Service to Drive Customer Conversions	6
V. MPGA Supports SNG's Proposal to End Its Free Conversion Program	7

1 **I. INTRODUCTION**

2 **Q 1: Please state your name, occupation and business address.**

3 A: My name is Brian T. Brooks. I am the Hearth Products Manager for Brooks Gas
4 Company. My business address is 209 S. Clay, Marshfield, MO 65706.

5 **Q 2: Please describe your experience and qualifications.**

6 A: I am the fourth generation of my family to work in the propane business. I have a
7 B.S. degree in Finance from Metropolitan State University of Denver. I have worked
8 at Brooks Gas Company for six and a half years and currently manage all aspects of
9 our hearth and BBQ retail division. In addition, I assist in the daily customer service
10 related operations of the propane business. I regularly develop new marketing
11 strategies and provide management with information relating to retaining and
12 growing not only our existing customer base, but new customers as well. I am
13 familiar with all aspects of the propane business.

14 I am actively involved in the Missouri Propane Gas Association as a Board Member
15 representing District 6, serving as a Board Member since the spring of 2014. I am
16 also a founding member of the National Hearth Patio and Patio and BBQ
17 Association's Young Guns Committee.

18 **Q 3: On whose behalf are you appearing in this proceeding?**

19 A: I am appearing on behalf of the Missouri Propane Gas Association ("MPGA").

20 **II. PURPOSE AND SUMMARY OF TESTIMONY**

21 **Q 4: What is the purpose of your testimony in this proceeding?**

22 A: The purpose of my testimony is to respond to the Applicant's witnesses and some of
23 the witnesses who testified at the local public hearings. In particular, I address issues

1 relating to policy and certain business practices of Summit Natural Gas of Missouri,
2 Inc. ("SNG") that make it difficult for propane providers to compete on a fair and
3 level playing field. These include:

4 (1) Conversion costs, improper conversions of customer appliances, and other
5 business practices;

6 (2) Rates set below cost-of-service to unfairly drive customer conversions; and

7 (3) Support for SNG's proposal to end its Free Conversion Program.

8 The MPGA does not ask for or expect special treatment; however, it is asking this
9 Commission to ensure that SNG adheres to fair business practices and competes for
10 customers on a fair and level playing field.

11 **III. CONVERSION COSTS**

12 **Q 5: What are conversion costs?**

13 A: Conversion costs are the costs incurred to convert a customer from propane to natural
14 gas, or from natural gas to propane. Typically, these costs include labor, orifice kits,
15 gas valves, and/or new appliances.

16 **Q 6: What does it typically cost a customer to convert from propane to natural gas?**

17 A: The current out of pocket cost for a customer to convert to Natural Gas is minimal;
18 however, this does not mean that there are not significant costs to start service. SNG
19 currently pays a subcontractor \$650 to run the service line to the customer, set the
20 meter, and convert up to three appliances.¹ Because this amount is subsidized by

¹ SNG's Response to MPGA Data Request 1.6, attached as Exhibit 1 hereto.

1 SNG, the customer is never informed of the true cost of converting to natural gas.
2 Customers would be more likely to consider the implications of converting from
3 propane if they were responsible and aware of the true cost of converting. Instead,
4 the cost is hidden in SNG's rates, effectively making all customers pay to subsidize
5 the conversion costs for new customers.

6 **Q 7: Is it important for customers to know the true conversion costs when they are**
7 **considering switching from propane to natural gas?**

8 A: Yes, it is very important.

9 **Q 8: Why is it important?**

10 A: Conversions from propane to natural gas at no or low cost to customers could trap those
11 customers who could not easily reconvert back to propane once natural gas prices go up.
12 Because SNG subsidizes conversions, and only informs customers in the fine print of
13 their contract, many are unaware that there would be a substantial cost to convert back to
14 propane. Customers would be trapped because the natural gas rates were understated and
15 the true costs would be higher in future rate cases. As it sits now, customers wanting to
16 switch back to propane frequently experience shock and disbelief when presented with an
17 estimate to convert back. If anything, the Commission should require SNG to provide
18 customers with a cost estimate of reasonably known expenses to convert back if they are
19 unhappy with their natural gas service—much like a HUD-1 form for mortgage
20 settlements.

1 **Q 9: On page 17, lines 16-17 of SNG witness James M. Anderson's testimony, he states:**
2 **"All of the Company's customers have the option to switch back to a competing**
3 **fuel." Is this true?**

4 A: Technically, yes. However, it is not economically feasible for a majority of the
5 customers wanting to do so. For example, at the Warsaw Local Public Hearing, Mr.
6 Douglas Fredrick, owner of a chicken farm operation, testified about switching back
7 from natural gas to propane: "...I could go and put a 30,000 gallon tank in..."² If
8 Mr. Fredrick is no longer in possession of his storage tank, which his testimony
9 would lead one to believe, the cost of a 30,000 gallon tank would run between
10 \$60,000 to \$90,000, depending on age and condition. Add in the cost of gas lines and
11 conversion materials, it could easily exceed \$100,000. As for residential customers, I
12 have attached Exhibit 2 that better outlines typical costs for a residential customer to
13 convert back to propane.

14 **Q 10: Are you aware of any other conversion issues?**

15 A: Yes. There have been instances of SNG improperly converting vent-free appliances.
16 I can recount one from my personal experience. See Exhibit 3 attached. In addition,
17 in the summer of 2012, I had a brief informal conversation with the President of
18 SNG, Dave Moody. When I asked Mr. Moody about SNG and their practice of
19 converting vent-free appliances, Mr. Moody told me that they used proper pilots,
20 orifices and followed manufacture guidelines. I respectfully suggested that he review
21 the practice and that most vent-free appliance companies did not allow conversion of
22 their products.

² Transcript of Warsaw Local Public Hearing, page 13, lines 2-8.

1 Most homeowners are not aware that conversions are not allowed per code and
2 manufacturer's instructions. See Exhibit 4 attached. Improper conversion can lead to
3 equipment malfunction, injury, and possible fatalities. SNG should be required to
4 convert only appliances that are approved and listed to be converted by, but not
5 limited to, national codes, certification agencies, and manufacturers.

6 **Q11: Are you aware of any other business practices that are anti-competitive?**

7 A: Yes. Item 10 in SNG's customer contracts states: "For safety purposes, applicant
8 agrees not to use propane inside of any structure using natural gas." See Exhibit 5
9 attached. MPGA is not aware of any safety issues that arise from using both types of fuel
10 inside the same building. Most installations where both types of fuel are used would
11 dictate that the propane is servicing a single appliance. Further, having propane on the
12 premises would not pose a threat to SNG's equipment or service lines. MPGA believes
13 this is anti-competitive because it specifically prohibits customers from making a choice
14 concerning the fuel type used.

15 SMNG's Tariff Sheet No. 55 effective, April 15, 1995, does not address this issue, and
16 Sheet No. 55 effective, December 1, 2000 does not address this issue. Sheet No. 55 with
17 an effective date of July 24, 2003 is the only instance where this is addressed. See Exhibit
18 6 attached. If the use of different fuels is a legitimate safety issue, it is inconceivable that
19 it took SNG and its predecessors almost twenty (20) years to address the issue.

20 Moreover, the proposed tariff, P.S.C. MO No. 3, filed for this rate case, does not address
21 the use of other fuels. Because of this, MPGA believes that line 10 should be removed
22 from SNG's customer contract because it is in direct conflict with their proposed tariff
23 and unnecessary from a safety standpoint.

1 **IV. RATES SET BELOW COST-OF-SERVICE TO DRIVE CUSTOMER CONVERSIONS**

2 **Q 12: SNG witness Michelle Moorman stated on page 9, lines 17-20 of her direct testimony**
3 **with respect to the rate increase in Branson, they are “...avoiding assigning the full**
4 **cost of the system to early moving customers.” What does that mean?**

5 A: Because SNG currently is not charging an appropriate rate to their customers in the
6 Branson areas, the large rate increase request is making customers experience rate
7 shock and a feeling of being thrown under the bus. Branson’s Mayor Raeanne
8 Presley testified at the Branson Local Public Hearing the she felt customers were not
9 given “adequate notification” that the true costs of service would not be recovered
10 through the introductory teaser rates, and that only through significant rate increases
11 would SNG be able to recover its costs.³ Further, SNG and its predecessors have
12 established that it is underpricing its product in order to drive customer conversions.
13 SNG’s own expert witness, Kent Taylor, has testified in his Direct Testimony at page
14 13, lines 11-13, that “As can be inferred from an inspection of the full revenue
15 requirement shown in Schedule KDT-4, Exhibit 3, the required rate increase is
16 considered excessive by SNG’s management.” By not using the revenue
17 requirements established by Mr. Taylor, SNG will have a shortfall in Branson of \$4.5
18 million and \$800,000 in Warsaw.⁴ If SNG is proposing a revenue shortfall now, one
19 can logically infer that future substantial rate increases will be necessary—not for
20 equity return for investors, but to maintain and ensure the safety of the equipment and
21 the reliability of providing service. If SNG had from the first day of service in
22 Branson charged the appropriate amount to recover their costs of service, people such

³ Transcript of Branson Local Public Hearing, page 7, lines 3-10.

⁴ Taylor Direct, Schedule KDT-4, Exhibit 4, page 1.

1 as Mayor Presley would have a clearer understanding of what they were signing up
2 for. SNG, by admitting that it is not generating sufficient revenue to cover its costs in
3 Branson and Warsaw, cannot reasonably assure customers in other service areas that
4 they are not subsidizing expansion and maintenance of equipment in Branson and
5 Warsaw.

6 **Q 13: Why is this important to MPGA?**

7 A: It is important to MPGA because its members must compete for customers with SNG.
8 Market forces determine what propane companies can charge for providing propane
9 service. If the Commission sets rates that are artificially low and not based on cost-
10 of-service, it unfairly skews the market. From MPGA's standpoint, competition is
11 welcome, but MPGA's members would like a fair and level playing field.

12 **V. MPGA SUPPORTS SNG'S PROPOSAL TO END ITS FREE CONVERSION PROGRAM**

13 **Q14: On page 14, lines 1-11 of her direct testimony, SNG witness Martha Wankum**
14 **proposes to amend the Free Conversion Program, instead offering the service to**
15 **new customers for a charge. Do you agree with her proposal?**

16 A: Yes. This program has been in place for 10 years. The program made sense when
17 natural gas was not at an economic advantage over competing fuels, but that has not
18 been the case for several years due to the low price natural gas has enjoyed. Under
19 current circumstances, not charging for conversion costs would provide SNG with an
20 unfair advantage over the small propane businesses that SNG competes with daily.

21 **Q 15: Does this complete your testimony?**

22 A: Yes it does.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of)
Summit Natural Gas of Missouri Inc.'s) File No. GR-2014-0086
Filing of Revised Tariffs to Increase Its)
Annual Revenues for Natural Gas Service)

AFFIDAVIT OF BRIAN T. BROOKS

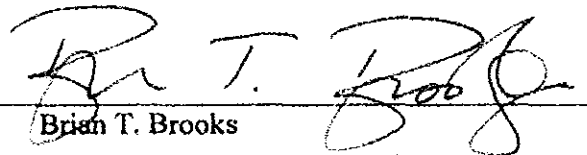
STATE OF MISSOURI)
) ss
COUNTY OF WEBSTER)

Brian T. Brooks, being first duly sworn on his oath, states:

1. My name is Brian T. Brooks. I am The Hearth Products Manager and Assistant Office Manager for Brooks Gas Company. My business address is 209 S. Clay, Marshfield, MO 65706.

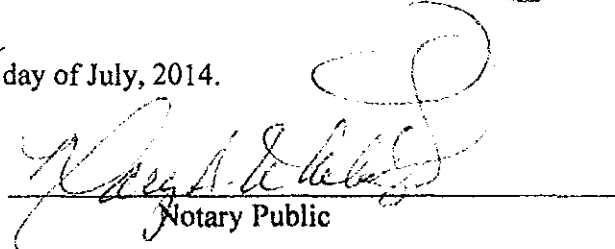
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony on behalf of the Missouri Propane Gas Association, consisting of 9 pages, all of which have been prepared in written form for introduction into evidence in the above-referenced docket.

2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct.



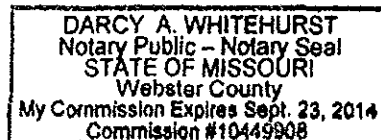
Brian T. Brooks

Subscribed and sworn to before me this 9th day of July, 2014.



Notary Public

My commission expires: 9/23/2014



Missouri Propane Gas Association

Data Request

Data Request No. 1.6
Company Name Summit Natural Gas of Missouri, Inc.
Case/Tracking No. GR-2014-0086
Date Requested 5/20/2014
Requested From Martha Wankum
Requested By Terry Jarrett

Description Please provide the following information: The current average cost for Summit to convert a customer from propane to natural gas services for the following customer classes: General Service, Optional General Service, Commercial Service, Large General Service, Large Volume Service, and Missouri School Pilot Program.

Due Date 6/9/2014
Security Public

RESPONSE:

SNGMO currently pays 3rd party conversion contractors for small commercial and residential homes (General Service, Optional General Service and Commercial Service) \$650 to set the gas meter, complete tie-in and convert up to 3 appliances in the service areas where the tariff allows.

Response Provided by: Dave Moody

Brooks
Exhibit 1

Conversion kits average \$20-\$50 per appliance. Some can be as high as \$200-300 (gas dryers, fireplaces, etc...)

The labor required to convert an appliance varies by type, but most take less than an hour per unit.

Water heaters are brand specific in regards to converting, however, most cannot be converted from natural gas to propane. (See AO Smith instruction). Water heaters can range from \$500 for a standard vent, to over \$1800 for power vented models.

Vent-free appliances cannot be converted from one fuel to another. If they were originally LP and converted to natural when the customer switched, the appliance should not be in service. Vent-free logs and heaters can run anywhere from \$200 for a small heater to over \$1000 for a quality vent-free log. (See Vent Free Alliance sheet attached)

The customer would also be responsible for an tank setting fees and running the lines from the tank to the house.

In my opinion, a customer that had a furnace, water heater, and gas log, all of average quality, would spend in excess of \$1500.00 to convert back to propane. This does not include the line from tank to house or cost of gas delivered.

Brooks
Exhibit 2



P (417) 468-2549 | F (417) 468-4121
209 South Clay Street, Marshfield, MO 65706 | brooksgas.com

July 9, 2014

who is no longer residing at the above address, contacted the office in either December 2010 or January 2011 with and requested a service call to fix a pilot not staying lit on her vent-free gas log.

When I arrived at the residence, the gas log pilot was not staying lit. Basic troubleshooting and cleaning did not solve the issue. Further diagnosing indicated that the ODS pilot was no longer working and a replacement was needed. Reviewing the data plate for pertinent information, I noticed that the model number indicated that the log was originally manufactured for LP Gas.

I informed the customer that the vent-free gas log was originally propane and had been converted to natural gas. I then informed her that I was red tagging the appliance, taking it out of service, and the gas log could not be used or repaired. I told her the only option for them to have a gas log was to purchase a new unit. I gave her a rough estimate of our cost of replacing the log and informed her of other companies that could provide the same services.

Shortly thereafter, [redacted] requested that our company convert her home back to propane because she felt unsafe that SMNG improperly converted appliances, and by doing so could have posed danger to her and her family.

Brian Brooks

Brooks
Exhibit 3 (Public)



A.O. SMITH
 WATER PRODUCTS
 COMPANY
 PSD - Alsip, Illinois

**WATER HEATER
 BULLETIN**

Date: December 20, 1999
 Subject: Gas Water Heater Conversion Policy
 To: All Accounts

No. 137 Rev. 2

* This supersedes all previous letters and field bulletins concerning residential and commercial water heater conversion.

GAS WATER HEATER CONVERSION POLICY

All A.O. Smith Water Products Company's residential and commercial gas water heaters are designed certified by CSA or UL, under ANSI Standards for operation on one type of gas only, as indicated on the water heater's model number and rating plate.

A.O. Smith realizes that there may be certain situations where a field conversion may be necessary and in order to facilitate such a conversion, A. O. Smith complies with CSA or UL regulations ensuring that a field conversion be appropriately and safely completed.

An improper field conversion from one type of gas to another could cause potentially dangerous conditions that may cause an explosion or fire resulting in property damage, bodily injury or both.

A **A.O. SMITH WILL ONLY ALLOW THE CONVERSION OF GAS WATER HEATERS FROM LP GAS (PROPANE) TO NATURAL GAS. THE CONVERSION OF A GAS WATER HEATER FROM NATURAL GAS TO LP GAS (PROPANE) IS NOT ALLOWED UNDER ANY CIRCUMSTANCES.**

A.O. Smith will provide kits as demand warrants through our Parts Department, phone no. 1-800-433-2545. Prices, dimensions and specifications are subject to change without notice.

Each conversion kit is to be installed by an A.O. Smith service agent or a gas utility serviceman in accordance with A.O. Smith's written instructions and all codes and requirements of the authority having jurisdiction. Failure to follow instructions could result in serious injury or property damage. The utility performing this work assumes responsibility for this conversion.

Changing the Input on Gas Water Heaters

The only changes to the input of a gas water heater allowed are:

Adjustments to match that shown on the rating plate of the heater. The installation instructions supplied with the heater indicate if adjustments to input are a required procedure.

Changes made as required to adjust the heater for proper operation at high altitude as determined by a qualified service technician. Service manuals include the proper procedure for adjusting heaters at high altitudes.

Conversion of Gas Water Heaters

The conversion of LP gas (Propane) to Natural gas is ONLY allowed providing:

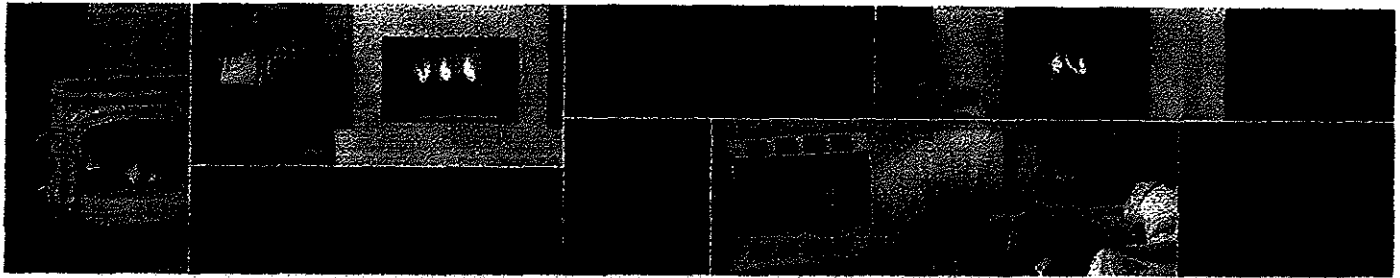
The conversion is done as part of a gas utility's program where propane appliances were installed anticipating the completion of natural gas service to the area. The conversion must be done under the direct supervision of the utility and by their service representatives.

Claims of damage or injury arising from the unauthorized conversion of any A.O. Smith water heater not design certified for conversion will be the complete and total responsibility of the person or entity making the conversion.

If you have any questions regarding the above policy, please contact the A.O. Smith Parts Department at 1-800-433-2545 or our Technical Information Center at 1-800-527-1953.

A.O. SMITH WATER PRODUCTS CO., INC.
 5621 W. 115TH STREET • ALSIP, ILLINOIS 60803
 PHONE: 1-800-433-2545
 FAX: 1-800-433-2515 • www.hotwater.com

Brooks Exhibit 4



Information on Safety

[Letter from Consumer Product Safety Commission and Safety of Vent-Free Gas Appliances](#)

[Click here to download the file.](#)

[Response of the Vent-Free Gas Products Alliance to Critique of the American Lung Association and their "Health Home" Partners Heat & Glo Heat/Hat or, Quadea-Fire \(HCFI\)](#)


[Click here to download the file.](#)

[ANSWERS TO COMMENTS Concerning Vent-Free Safety](#)
[Read more...](#)

[Information on Vent-Free Use in High Altitudes](#)
[Read more...](#)

SAFETY

ShareThis



"The Vent-Free Gas Products Alliance has teamed up with the nonprofit Home Safety Council to support fire and life safety educators in local fire departments across America. Through Home Safety Council's Expert Network of more than 5,000 safety advocates, the partnership supports delivery of accurate home safety information, including important tips for safe home heating."

— Sue Walker
Chairman of the Vent-Free Alliance
"Proud Supporter of the Home Safety Council"

A unique system called an Oxygen Detection Safety-pilot, or ODS

Oxygen Detection Safety-pilot (ODS) technology was adopted by all U.S. manufacturers for all vent-free gas products in the early 1980s.

ODS technology originated in Europe, where it has been used for more than half a century with an outstanding record of safety. Consumer Product Safety Commission (CPSC) accident/incident data compiled since 1980 show no documented deaths due to emissions associated with the use of an ODS-equipped vent-free gas heating appliance. Industry engineers say the ODS pilot is to gas what a circuit breaker is to electricity.

HOW THE ODS WORKS

The ODS system consists of three main components:

- a precisely designed, oxygen sensitive pilot burner that regulates flame characteristics;
- a thermocouple positioned in the mantle of the pilot flame; and
- a safety shut-off valve.

The pilot is designed to be stable within a very narrow operating range. The thermocouple responds to changes in the pilot flame characteristics and, when heated, generates a millivoltage, which keeps the gas supply valve in the open position. If low levels of oxygen are detected by the ODS system, the flame extinguishes. The loss of flame causes the thermocouple to cool. This cooling reduces the millivoltage, which causes the gas valve to return to its normally closed position, thus turning off the fuel supply to the appliance. This extinguishes the flame and the pilot. The unit will not operate until the living space is properly ventilated and adequate oxygen is introduced, and the pilot is relighted.

IT'S TAMPER-RESISTANT

Every ODS system contains a precision orifice. This orifice will disintegrate with any attempt at drilling it out to enlarge the pilot flame. Additionally, it is not interchangeable with a normal standing pilot. Furthermore, propane and natural gas vent-free products cannot be converted from one type of gas to another.



Hollister Office
 215 gage Dr., Ste. G
 Hollister, MO 65672
 Phone: (800) 927-0787
 Fax: (417) 239-1554

Mt. Grove Office
 500 W. 19th St
 Mt. Grove, MO 65711
 Phone: (800) 927-0787
 Fax: (417) 926-7538

Case No. GR-2014-0086
 Lebanon Office
 1201 Deadra Dr
 Lebanon, MO 65536
 Phone: (800) 927-0787
 Fax: (417) 588-3500

RESIDENTIAL and COMMERCIAL APPLICATION AND USAGE/SALES AGREEMENT

GENERAL SERVICE RATE RESIDENTIAL	
<input type="checkbox"/> General Service Rate-GS (\$10.00 Customer Charge ^{MA})	<input type="checkbox"/> Optional General Service Rate (No Customer Charge ^{MA})
GENERAL SERVICE RATE COMMERCIAL	
<input type="checkbox"/> General Service Rate-GS (\$15.00 Customer Charge ^{MA})	<input type="checkbox"/> Optional General Service Rate (No Customer Charge ^{MA})

OWNER BUILDER RENTER* Non Shut-off Agreement
 *Renter needs to establish account by calling SNG.

Date of Application: _____

Applicants Name: _____
 Last First MI
 Phone # _____
 Home: (____) _____

Co-applicants Name: _____
 Last First MI
 Office/Work: (____) _____

SSN or TAX ID # _____
 Deposit May Be Required in Lieu of Social Security Number
 Cell: (____) _____

Physical Address: _____
 Email: _____

City: _____ ST: _____ Zip: _____
 Property is within City Limits
 Emergency Contact: _____

Subdivision: _____
 Billing Address: _____
 (if different)

County: _____
 City: _____ St: _____ Zip: _____

Tax Exempt
 (Copy of Commercial Tax Exempt Certificate Attached)

BY SIGNING BELOW, THE APPLICANT AGREES TO THE FOLLOWING:

- Per the tariff currently on file with the Missouri Public Service Commission (MPSC), Summit Natural Gas of MO, Inc. (SNG) as a utility is allowed to contribute up to \$_____ for the service line necessary to serve your residence. The applicant is responsible for any cost that exceeds SNG's contribution. The estimated cost to provide service to this residence is \$_____. The applicant's portion of this cost is estimated to be \$_____.
- The applicant's portion of the cost will be billed after the service line is installed and gas is available for the residence. If the applicant is not using natural gas within 30 days of gas being available, the applicant agrees to pay SNG the total cost of installation, which is estimated to be \$_____.
- Option A includes a per month fixed customer charge, however has a lesser charge for gas used.
 Option B does not include a per month fixed customer charge, however consists solely of a higher charge for gas.
- Applicant authorizes SNG and its contractors access to the property for installation of the service line. Cancellation of this agreement must be received in writing prior to the installation of the service line. If the service line is installed prior to written cancellation, the applicant will be responsible for all installation charges.
- It may be necessary to change the location of the service line due to rocks, trees, septic lines, etc. Applicant agrees to the location of the service line. If SNG is unable to obtain sufficient number of customers for the area to warrant construction of if the applicant is not willing to pay any cost that exceeds the estimate in paragraph 1, then SNG may elect to not provide service to the residence, without any liability.
- Applicant shall provide SNG with the location of all underground septic tanks, leach fields, propane lines, electric lines, or any other service line for any other utilities located on the applicant's property. (Please use paint, flags, etc. to identify).
- SNG and its contractors are not responsible for damage to unmarked facilities as mentioned in paragraph 6.
- SNG, or its contractors, will attempt to restore the ground back to the same condition it was prior to digging; however, if more attention is necessary, it will be the applicant's responsibility.
- Applicant agrees to have at least two appliances, one of which must be either a hot water heater or a furnace using gas at the time of meter installation.
- For safety purposes, applicant agrees not to use propane inside of any structure using natural gas.
- Applicant agrees to begin using natural gas within 30 days of gas being available.
- At SNG's discretion or upon your first delinquent payment, SNG may choose to perform a credit check and may require a deposit which will be refundable after 12 months if there are no additional delinquent payments.

I received a Natural Gas Safety Brochure

 Applicant's Signature

 Co-Applicant's Signature

 Summit Natural Gas Rep Signature

Brooks Exhibit 5



Hollister Office
215 Gage Dr., Ste. G
Hollister, MO 65672
Phone: (800) 927-0787
Fax: (417) 239-1554

Mt. Grove Office
500 W 19th St
Mt. Grove, MO 65711
Phone: (800) 927-0787
Fax: (417) 926-7538

Lebanon Office
1201 Deardra Dr
Lebanon, MO 65536
Phone: (800) 927-0787
Fax: (417) 588-3500

LARGE GENERAL SERVICE APPLICATION AND USE/SALES AGREEMENT
LARGE GENERAL SERVICE RATE COMMERCIAL (\$50.00 Customer Charge)

OWNER BUILDER RENTER* Non Shut-off Agreement

*Renter needs to establish account by calling SNG

Applicant's Name:

Last First MI

Co-applicant's Name:

Last First MI

SSN or TAX ID #

Deposit May Be Required in Lieu of Social Security Number

Physical Address:

City: ST: Zip:

Property is within City Limits

Subdivision:

County:

Tax Exempt

(Copy of Commercial Tax Exempt Certificate Attached)

Date of Application: _____

Phone #

Home: (____) _____

Office: (____) _____

Cell: (____) _____

Email: _____

Emergency Contact: _____

Emergency Phone: (____) _____

Billing Address: _____

(if different)

City: ST: Zip: _____

BY SIGNING BELOW, THE APPLICANT AGREES TO THE FOLLOWING:

- Per tariff currently on file with the Missouri Public Service Commission (MPSC), Summit Natural Gas of MO, Inc (SNG) as a utility is allowed to contribute up to \$_____ for the service line and facility necessary to serve your business. The applicant is responsible for any cost that exceeds SNG's contribution. The estimated cost to provide service to this residence is \$_____. The applicant's portion of this cost is estimated to be \$_____.
- The applicant's portion of the cost will be billed after the service line is installed and gas is available to the residence. If the applicant is not using natural gas within 30 days of gas being available, the applicant agrees to pay SNG the total cost of installation, which is estimated to be \$_____.
- The MPSC has set a fixed charge of \$50.00 per month to cover a portion of the cost of the distribution system. This is shown on the monthly bill as "Customer Charge".
- Applicant authorizes SNG and its contractors access to the property for installation of the service line. Cancellation of this agreement must be received in writing prior to the installation of the service line. If the service line is installed prior to written cancellation, the applicant will be responsible for all installation charges.
- It may be necessary to change the location of the service line due to rocks, trees, septic lines, etc. Applicant agrees to the location of the service line. If SNG is unable to obtain sufficient number of customers for the area to warrant construction or if the applicant is not willing to pay any cost that exceeds the estimate in paragraph 1, then SNG may elect to not provide service to the residence, without any liability.
- Applicant shall provide SNG with the location of all underground septic tanks, leach fields, propane lines, electric lines, or any other service line for any other utilities located on the applicant's property. (Please use paint, flags, etc. to identify.)
- SNG and its contractors are not responsible for damage to unmarked facilities as mentioned in paragraph 6.
- SNG, or its contractors, will attempt to restore the ground back to the same condition it was prior to digging; however, if more attention is necessary, it will be the applicant's responsibility.
- Applicant agrees to have at least two appliances, one of which must be either a hot water heater or a furnace using gas at the time of meter installation.
- For safety purposes, applicant agrees not to use propane inside of any structure using natural gas.
- Applicant agrees to begin using natural gas within 30 days of gas being available.
- At SNG's discretion or upon your first delinquent payment, SNG may choose to perform a credit check and may require a deposit which will be refundable after 12 months if there are no additional delinquent payments.

I received a Natural Gas Safety Brochure.

Applicant's Signature

Co-Applicant's Signature

Summit Natural Gas Rep Signature

FORM NO. 13 P.S.C. MO No. 1

(original)
(revised)
(original)
(revised)

Sheet No. 55

Cancelling P.S.C. MO No. _____

Sheet No. _____

Southern Missouri Gas Company, L.C.
Name of Issuing Corporation

For All Communities and Rural Areas
Receiving Natural Gas Service
Community, Town or City

RECEIVED

OCT 19 1994

RULES AND REGULATIONS (cont.)

MO. PUBLIC SERVICE COMMISSION

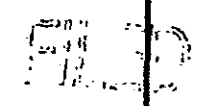
- (3) Failure to comply with the terms and conditions of a settlement agreement.
- (4) Refusal to grant access to the Company at reasonable times to equipment installed upon the premises of the customer for purposes of inspection, meter reading, maintenance or replacement.
- (5) Misrepresentation of identity for the purpose of obtaining service.
- (6) Violation of any other rules of the Company on file with and approved by the Commission which adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery service.
- (7) Unauthorized interference, diversion or use of the Company's service.
- (8) As provided by State or Federal law.

(b) Subject to the requirements of these rules, the Company may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within eleven (11) business days thereafter. Service shall not be discontinued on a day when utility personnel are not readily available to reconnect the customer's service or on a day immediately preceding such day.

(c) The Company shall not discontinue residential service pursuant to Section (a) of Rule 17 unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. If written notice is delivered to the customer, it shall be done in hand to the customer at least ninety-six (96) hours prior to discontinuance. Service of notice by

CANCELLED

DEC 01 2000
By RS55
Public Service Commission
MISSOURI



APR 15 1995

94-127
MISSOURI
Public Service Commission

DATE OF ISSUE October 14, 1994 DATE EFFECTIVE April 15, 1995
month day year month day year

ISSUE BY Tom M. Taylor President 8801 S. Yale, Ste. 385, Tulsa, OK 74137
name of officer title address

Brooks Exhibit 6

REC'D NOV 17 2000

FORM NO. 13 P.S.C. No. 1

(original)
1st (revised)

Sheet No. 55

Cancelling P.S.C. MO No. 1

(original)
(revised)

Sheet No. 55

Southern Missouri Gas Company, L.P.
Name of Issuing Corporation

For All Communities and Rural Areas
Receiving Natural Gas Service
Community, Town or City

RULES AND REGULATIONS (cont.)

- (3) Failure to comply with the terms and conditions of a settlement agreement.
- (4) Refusal to grant access to the Company at reasonable times to equipment installed upon the premises of the customer for purposes of inspection, meter reading, maintenance or replacement.
- (5) Misrepresentation of identity for the purpose of obtaining service.
- (6) Violation of any other rule of the Company on file with and approved by the Commission which adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery service.
- (7) Unauthorized interference, diversion or use of the Company's service.
- (8) As provided by State or Federal law.

(b) Subject to the requirements of these rules, the Company may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within eleven (11) business days thereafter. Service shall not be discontinued on a day when utility personnel are not readily available to reconnect the customer's service or on a day immediately preceding such day.

(c) The Company shall not discontinue residential service pursuant to Section (a) of Rule 17 unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. If written notice is delivered to the customer, it shall be done in hand to the customer at least ninety-six (96) hours prior to discontinuance. Service of notice by

CANCELLED

DEC 12 2003

By 1st RS 55
Public Service Commission
MISSOURI

Missouri Public Service Commission

00-485

FILED DEC 01 2000

DATE OF ISSUE November 17, 2000
month day year

DATE EFFECTIVE [REDACTED]
month day year

ISSUE BY Tom M. Taylor
name of officer

President
title

8801 S. Yale, Ste. 385, Tulsa, OK 74137
address

DEC 01 2000

FORM NO. 13 P.S.C. MO No. 1

Second (original)

Sheet No. 55

Cancelling P.S.C. MO No. 1

FIRST (revised)
(original)
(revised)

Sheet No. 55

Southern Missouri Gas Company, L.P.
Name of Issuing Corporation

For All Communities and Rural Areas
Receiving Natural Gas Service
Community, Town or City

RULES AND REGULATIONS (cont.)

- (3) Unauthorized interference, diversion or use of the Company service situated or delivered on or about the customer's premises.
 - (4) Failure to comply with terms of a settlement agreement.
 - (5) Refusal after reasonable notice to permit inspection, maintenance, replacement or meter reading of Company equipment. If the Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
 - (6) Misrepresentation of identity in obtaining Company service.
 - (7) Except in certain commercial and industrial applications that are authorized by the Company, the Company shall have the authority to refuse gas service to a customer that uses another gaseous fuel, such as liquified petroleum gas, in the same building since it could pose a safety hazard.
 - (8) Violation of any other rules of the Company approved by the Commission which adversely affects the safety of the customer or other persons or the integrity of the Company's system.
 - (9) As provided by state or federal law.
- (b) Subject to the requirements of these rules, the Company may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within eleven (11) business days thereafter. Service shall not be discontinued on a day when utility personnel are not readily available to reconnect the customer's service or on a day immediately preceding such day.
- (c) The Company shall not discontinue residential service pursuant to Section (a) of Rule 17 unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. If written notice is delivered to the customer, it shall be done in hand to the customer at least ninety-six (96) hours prior to discontinuance. Service of notice by

N
I

CANCELLED
March 24, 2012
Missouri Public
Service Commission
GM-2011-0354
YG-2012-0399

DATE OF ISSUE June 24, 2003 DATE EFFECTIVE July 24, 2003
month day year month day year

ISSUE BY Scott F. Klemm Vice-President 301 East 17th Street, Mountain Grove MO 65711
name of officer title address

FILED
Missouri Public
Service Commission