

P.S.C. MO No. 1

First Revised Sheet No. 29  
Original Sheet No. 29

Missouri Gas Utility, Inc.  
Name of Issuing Company

Gallatin, Hamilton, Coffey and  
For: Adjacent Certificated Service Areas  
Community, Town or City

**TRANSPORTATION SERVICE (TS)**

(b) Excess Positive Imbalance

(1) To the extent that transporter's deliveries to the Company plus any previous positive imbalance, if any, exceed the quantities taken that month by transporter from the Company by more than 5% of the monthly average consumption of customer during the most recent three-month period, not including the most recent billing period ("excess positive imbalance"), the transporter and the Company shall promptly confer to establish a mutually agreeable schedule to eliminate the excess positive imbalance and transporter shall take appropriate action to eliminate the excess positive imbalance in accordance with the agreed upon schedule.

(2) If the parties are unable to agree to a reduction schedule, and the transporter fails to eliminate the excess positive imbalance by the end of the second billing period following the period in which the imbalance occurs, the Company shall be authorized to take any action necessary to reduce or eliminate the excess positive imbalance including, but not limited to, retention by the Company of the volumes of gas constituting the excess positive imbalance at no cost to the Company and free and clear of any adverse claim, or restricting or refusing to accept additional deliveries eliminated. The dollar effect of gas so acquired by the Company shall be credited to the Company's sales customers through the operation of the Purchased Gas Adjustment Clause.

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\* Indicates New Rate or Text  
+ Indicates Change

Issue Date: October 10, 2008  
Month/Day/Year

Effective Date: November 9, 2008  
Month/Day/Year

Issued By: Timothy R. Johnston  
Vice President  
Name and Title of Issuing Officer

7810 Shaffer Parkway, Ste. 120  
Littleton, Colorado 80127  
Company Mailing Address

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Sheet No. 29A

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**TRANSPORTATION SERVICE (TS)**

(c) Negative Imbalance

(1) Where the imbalance is the result of Transporter delivering or causing delivery to the Company of a quantity of gas during any billing period which, after appropriate reductions, is less than the quantity taken from the Company by Transporter during the same billing period shall be known as the Negative Imbalance. In the event such Negative Imbalance when netted against a prior month's Positive Imbalance results in a remaining Negative Imbalance, then this quantity of gas constituting the Negative Imbalance shall be deemed as gas purchased from the Company by the Transporter. The Company shall charge the Transporter, in addition to applicable transportation charges and fuel assessments, an amount equal to the product of the absolute value of the Negative Imbalance and the Negative Imbalance Cashout Rate. The Negative Imbalance Cashout Rate is defined as the \*greater of: (a) Company's PGA rate in effect at the time that the Negative Imbalance is incurred; (b) Company's Weighted Average Cost of Gas in Storage; (c) the highest cost of gas purchased by the Company during the month in which the Negative Imbalance occurred, inclusive of applicable upstream transportation and fuel assessments; or, (d) 105% of the monthly index price for the upstream pipeline serving the Company's system plus applicable upstream transportation and fuel assessments.\* Payment of such charge shall eliminate the imbalance and no further corrective action shall be required.

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<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For: <u>Gallatin, Hamilton, Coffey and</u> <u>Adjacent Certificated Service Areas</u> Community, Town or City						
<b>PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D.)</b>							
<p>For transportation customers that purchase gas from the Company, Missouri Gas Utility, Inc., shall bill transportation customers the highest price gas taken during the billing month instead of the average rates contained in the RPGA computation. *The determination of this price shall be in accordance with the method described in section (4)(c)(1) of the Transportation Service (TS) section of this tariff.* The Company shall use the revenues of such billings as gas cost recovery for the development of the ACA factor herein provided.</p> <p><b>III. DEFERRED PURCHASED GAS COST - ACTUAL COST ADJUSTMENT ACCOUNTS:</b></p> <p>The Company shall establish and maintain a Deferred Purchased Gas Cost – Actual Cost Adjustment (ACA) Account which shall be credited with any over-recovery resulting from the operation of the Company’s PGA procedure or debited for any under-recovery resulting from the same.</p> <p>Such over-or under-recovery shall be determined by a monthly comparison of the actual (as billed) cost of gas as shown on the books and records of the Company for each cost month, exclusive of refunds and penalties, to the cost recovery by the Company for the revenue month corresponding to the cost month.</p> <p>The cost recovery shall be calculated by multiplying the PGA class Ccf sales by the applicable effective revenue components (the RPGA factor and the ACA factor) related to the cost of gas purchased.</p> <p>For each twelve-month billing period ended with the August revenue month, differences of the comparisons described above, including the balance or credit for the previous year, shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. “Actual Cost Adjustment” (ACA) factors shall be computed by dividing the cumulative balance of over-recoveries or under-recoveries by the estimated volumes of sales, by PGA class during the subsequent twelve-month period. These ACA factors shall be rounded to the nearest \$0.0001 per CCf and applied to billings, beginning with the November revenue month. These ACA factors shall remain in effect until superseded by subsequent ACA factors calculated according to this provision. The Company shall file any revised ACA factors in the same manner as all other adjustments performed in the PGA clause.</p> <p>+          * Indicates New Rate or Text          + Indicates Change</p>							

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First Revised	Sheet No.	<u>49</u>
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**PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D.)**

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IV. REFUNDS

Unless the Missouri Public Service Commission shall otherwise order, refunds received by the Company including interest from charges paid for natural gas resold to its customers, shall be refunded to such customers as a reduction in their PGA.

The Company shall file with the Commission and propose to make effective, the appropriate PGA Statement reflecting the decrease and an associated statement showing the computation of the refund adjustment in the same manner as all other adjustments performed in the PGA clause. The length of the refund period shall generally be twelve months. The Refund accounts shall be reviewed concurrently with the ACA factor audit.

The Company will add interest to the refunds received from its suppliers applicable to (1) the amount of the refund from the date of its receipt by the Company to the beginning date of the refund adjustment period, and (2) the average amount of the total refund estimated to be outstanding during the refund adjustment period.

Pipeline Refund Booking. Any refunds the Company receives in connection with natural gas services purchased together with any interest included in such refunds, will be refunded to the Company's applicable customers unless otherwise ordered by the Commission. Such refunds shall be credited to the ACA account in the month received and shall receive interest as part of the overall ACA interest calculation.

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