

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

In the Matter of Laclede Gas Company's)
Tariff Revision Designed to Clarify Its)
Liability for Damages Occurring on)
Customer Piping and Equipment.)

Case No. GT-2009-0056
Tariff No. JG-2009-0145

STAFF RECOMMENDATION
TO SUSPEND THE EFFECTIVE DATE OF THE TARIFF

COMES NOW the Staff of the Missouri Public Service Commission (Commission) pursuant to the Commission's November 17, 2008 *Order Granting Second Motion For Extension of Time To File Staff Recommendation* in the above-captioned case, and submits its Recommendation regarding the liability tariff filed by Laclede Gas Company (Laclede or Company). In support thereof, the Staff states as follows:

1. On August 22, 2008, Laclede filed a tariff revision designed to clarify and limit its liability for damages occurring on customer piping and equipment beyond the Company's meter. The proposed tariff bears an effective date of December 22, 2008. This case presents a significant public interest policy decision before the Commission.

2. Laclede's proposed four page tariff is intended to limit Company liability for damages caused by customer piping and equipment after the Company's point of delivery at the meter. Several members of Staff Gas Safety/Engineering, Tariffs/Rate Design, and the General Counsels Office took upon a collaborative review of Laclede's proposed tariff sheets R-11-a, R-11-b, R-11-c, and R-11-d.

3. The Staff analyzed Laclede's proposed tariff language and finds it to be vague and imprecise in how liability is limited. Moreover, there are gaps in the language that do not

address operating situations wherein causation of customer problems may begin on the Company side of the meter, yet liability for damages resulting from Laclede's negligence may fall to the customer. And as pointed out in the attached Staff memorandum, there are situations where even though the Company has followed all applicable gas safety rules, the Company should nonetheless be responsible for damages to customer equipment.

4. A detailed explanation of Staff's analysis of the proposed tariff sheets in view of certain operational concerns is contained in Staff's Recommendation, attached hereto as Appendix A with supporting attachments A through F and incorporated herein by reference.

5. Based on Staff's review of Laclede's proposed tariff sheets and Staff's concerns expressed in its Recommendation, the Staff recommends the Commission suspend Laclede's proposed tariff as submitted.

6. However, even though the proposed tariff language is vague, the Staff generally agrees with the proposition the Company is entitled to reasonably limit its liability against damages caused by customer owned piping and equipment in areas the Company has had no control over. A discussion of the Commission's legal authority to approve such a tariff and a review of the utility's duty to inspect customer premises follows.

The Commission has authority to approve a tariff reasonably limiting a utility's liability

7. The Missouri legislature has given jurisdiction to the Public Service Commission to supervise and regulate the activities of natural gas utilities under Sections 386.250 and 393.130. The Commission's authority includes the power and the duty to ensure that the rates charged by the utility to the consumer are "just and reasonable".

8. The courts have held that liability limitation provisions contained in public utility tariffs are necessary and reasonable. The U.S. Supreme Court reasoned without liability

limitations, utilities could be exposed to an incredible amount of liability claims of which the costs of litigating those claims would significantly raise the rates charged to consumers. *Western Union Telegraph Co. v. Esteve Bros.*, 256 U.S. 566 (1921). In *Danisco Ingredients USA, Inc. v. KCP&L*, 999 S.W. 2d 326, 332, the Western District Court of Appeals upheld a tariff liability limitation provision under Kansas law. The Western District relied on the Kansas Supreme Court's answer of its certified question whether the Kansas Corporation Commission reasonably allowed KCP&L to relieve itself of liability for damages resulting from the utility's own simple negligence. The Kansas Supreme Court answered the Western District:

A public utility[y]s' liability exposure has a direct effect on its rates, and this court, as well as the majority of jurisdictions addressing the question of such a liability limitation, has concluded that it is reasonable to allow some limitation on liability such as that for ordinary negligence in connections with the delivery of services.

Tariffs limiting liability are enforced only as they relate to a limitation of liability for ordinary negligence and not wanton misconduct, recklessness or gross negligence.

9. Most Missouri case law involves telephone or telegraph companies and the issue of simple negligence on the part of the company. Missouri courts have allowed companies to place liability limitations in their tariffs so long as the provision does not seek to avoid liability for company actions that go beyond negligence. The courts have held Missouri law and public policy do not allow companies to limit liability for willful, wanton, malicious, or reckless behavior. See *Warner v. Southwestern Bell Telephone Company*, 428 S.W.2d 596 (Mo. 1968).

10. While case law addresses liability limitation resulting from ordinary negligence on the part of the utility, the courts have held there is a relationship between the reasonable limitation of utility liability and the effect of unlimited liability on customer rates. Hence, such limitations have been affirmed by the courts as "necessary and reasonable".

11. A Missouri utility, Aquila, Inc. d/b/a Aquila Networks (d/b/a now KCP&L Greater Missouri Operations Company) excludes liability for damages connected to the use of electricity on the customer's side of the point of delivery. Section 3.03 Indemnity to Company states:

The customer shall indemnify, save harmless, and defend Company against all claims, damages, costs, or expenses for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the distribution and use of electricity by the customer at or on the customer's side of the point of delivery.

The above tariff provision protects the utility from liability for the customer's negligent use of electricity on the customer side of the point of delivery. In its proposed tariff sheets, Laclede expresses the intent to do the same. However, Missouri gas utilities face a different wrinkle.

Commission rules create a duty for gas utilities to inspect customer premises

12. Missouri is one of few states that require gas utilities to make an inspection of customer lines and equipment located inside the customers' premises. Commission rules¹ require gas utilities to perform a visual inspection of exposed accessible customer gas piping and connected equipment at the time the operator physically turns on the flow of gas. By requiring gas utilities to conduct this inspection, the Commission has created a duty of performance and imposed that duty on the gas utility.

13. Therefore, it logically follows that the gas utility should be entitled to set forth the terms of its relationship with its customers concerning its performance of its Commission imposed duty. A tariff provides the terms and conditions that govern the relationship between a public utility and its customers. 64 Am.Jur. 2d Public Utilities Sect. 171. It is proper for a utility tariff to set forth the terms defining a gas utility's liability for incidents not causally connected to the Company's inspection or its flowing gas to the meter. That said, there comes a

built-in tension between Commission rules and the gas utility's reasonable desire to prevent having to litigate frivolous claims.

14. In response to Staff's Data Request, Laclede provided Staff a summary of cases claiming that Laclede failed to properly inspect or maintain customer equipment. These cases include situations where independent contractors performed substandard work and where Laclede had not been inside the premises for a year or more. Yet Laclede paid to litigate and settle claims for which the Company had no involvement with the customer. Litigation and settlement costs flow to the cost of service and increase rates for customers.

15. The Commission did not intend its gas safety rules to make the Company an unwilling insurer of customer actions and equipment beyond the Company's point of delivery outside the Company's control. Indeed, the Company's liability for damages beyond its point of delivery is not open-ended and not all inclusive. If that were the case, the burden of Laclede picking up liability for a customer's negligence or faulty equipment would be an unjust burden born by all Company customers in their cost of service.

16. In its proposed tariff sheets Laclede skims over situations where causation may occur on the Company side but manifest itself in damages on the customer side of delivery. These situations should be identified and addressed in any future proposed tariff or re-write. The Staff believes the tariff should provide protections to both the Company and its customers. For example, the tariff should address the duty of the Company operator to provide a notice or warning of hazardous equipment to the customer at time of inspection.

17. Properly drafted liability limitation tariffs at their best may prevent frivolous claims. But with even the clearest of tariff language, customers may still make claims alleging a set of facts causally connecting the Company to damaged customer equipment.

¹ Commission rules 4 CSR 240-40.030(10)(J) and 4 CSR 240-40.030(12)(S).

Laclede's proposed changes to its liability tariff are vague and do not clearly set forth the terms limiting liability between the Company and its customers

18. The Staff recognizes a significant public policy interest of the Commission to address the issue of limiting liability to protect gas utilities from having to litigate and settle frivolous claims. The costs of these claims are passed to customers in higher rates for their cost of service. However, Staff's analysis of the proposed tariff sheets has identified operational concerns not covered by existing gas safety rules and not addressed in the proposed tariff that may result in improperly assigning liability to its customers. Laclede has the burden of coming forward with proposed tariff language which provides clear terms and conditions governing its relationship with its customers in matters of liability. Laclede has not done so in its proposed tariff sheets as originally filed.

WHEREFORE, for the above-stated reasons and for reasons explained in Staff's attached Recommendation, the Staff prays the Commission to issue an Order suspending the tariff sheets submitted in tariff file number JG-2009-0145 and setting a prehearing conference for the parties to either determine the possibility of developing acceptable tariff language or to propose a procedural schedule to bring this matter to hearing.

Respectfully submitted,

/s/ Robert S. Berlin

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Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 19th day of November 2008.

/s/ Robert S. Berlin

MEMORANDUM

TO: Missouri Public Service Commission Official Case File, Case No. GT-2009-0056,
Tariff No. JG-2009-0145, Laclede Gas Company

FROM: Bob Leonberger, Energy Department – Gas Safety/Engineering
Thomas M Imhoff, Energy Department – Tariffs/Rate Design

/s/ Thomas M. Imhoff 11/19/08
Energy Department/Date

/s/ Robert S. Berlin 11/19/08
General Counsel's Office/Date

SUBJECT: Staff Recommendation On Laclede Gas Company's Tariff Sheets Filed to Modify
Laclede Gas Company's Liability Tariff Sheets for Damages Occurring on Customer
Piping and Equipment Beyond Laclede Gas Company's Meter

DATE: November 19, 2008

On August 22, 2008, Laclede Gas Company (Laclede or Company) of St. Louis, Missouri filed tariff sheets to incorporate modifications to its liability tariff language. Laclede's proposed changes would limit its liability significantly from the current tariff language it has on file. The proposed tariff language raises policy questions concerning liability language in tariffs that should be considered by the Commission. These tariff sheets are far broader in limiting Laclede's liability than any other electric or gas tariff that the Commission's Energy Department Staff (Staff) has reviewed (other than Missouri Gas Energy (MGE)). Staff currently has a complaint case (GC-2009-0036) filed against MGE concerning its liability tariff language. Attachment A provides a copy of Laclede's liability tariff language currently in effect. Laclede's proposed liability tariff language is in Attachment B.

Among Staff's specific concerns is that Laclede may have no obligation to warn a customer about any possible problems with "...the operation and use of Customer Equipment...", including gas lines inside the customer's premise found during the Commission-required inspection. Laclede is required by Commission rule to perform a visual inspection of exposed, accessible customer gas piping and all connected customer equipment at any time the gas is turned on to the customer (4 CSR 240-40.030(10)(J)1. and (12)(S)1.) (See Attachment C). In addition, (12)(S)3. requires: "The operator shall discontinue service to any customer whose fuel lines or gas utilization equipment are determined to be unsafe. The operator, however, may continue providing service to the customer if the unsafe conditions are removed or effectively eliminated." The Company is required to shut-off the gas or isolate the unsafe conditions found and, therefore, should notify the customer of the actions taken during these inspections and the reasons for any actions.

Additionally, Laclede's proposed tariff liability language is unclear and may be interpreted to mean that the Company is absolved from any and all negligence past the "Point of Delivery to the Customer," even when Laclede's actions may have caused damage to persons or property. In some circumstances, Laclede's proposed tariff language (attached Tariff Sheets R-11-a, R-11-b and R-11-c) would limit its responsibility past the "Point of Delivery to the Customer" for loss, damage, or injury to persons or property, or death. The Energy Department's Gas Safety/Engineering Staff recommends the tariff language not limit Laclede's responsibility when the Company may be responsible for loss, damage, or injury to persons or property, or death past the "Point of Delivery to the Customer."

Missouri is one of the few states with regulations requiring LDCs to conduct visual inspections of exposed, accessible customer-owned gas piping, interior and exterior, and all connected customer equipment when the operator turns on the flow of gas to a customer. The intent of the Commission's regulations 4 CSR 240-40.030 (10)(J)1. and (12)(S)1. is to have the natural gas distribution system operator make a visual check of the exposed, accessible customer-owned piping and equipment to check for any obvious safety issues at the time the natural gas is turned on. The regulations do not envision an exhaustive search or inspection of the premises. The language in the regulations that require natural gas utilities to conduct an inspection of inside customer-owned piping and customer equipment, and/or the actual interior inspection itself, may increase Laclede's exposure to liability for Laclede's failure to detect problems or deficiencies of customer-owned piping and equipment.

The inspections required by 240-40.030(10)(J)1. and (12)(S)1. are only visual inspections to determine if it is safe, at that time, to turn on the gas. This means the Company makes a "yes" or "no" determination to turn on the gas. The Company proposes, but has provided no support for its proposed 90-day limit and for how such a limit applies when the Company has a duty to perform inspections of customer premises.

Staff recommends the proposed 90-day limit be rejected if the Company has installed equipment or appliances in a customer's premises. Laclede's 90-day limit proposal does not appear to be consistent with HVAC contractor practices. Staff's investigation has revealed that Heating and Ventilating Air Conditioning (HVAC) contractors guarantee parts and labor for one year.

The Staff recommends the wording of the proposed liability language (Tariff Sheet No. R-11-a, third paragraph) not automatically limit Laclede's liability past the "Point of Delivery to the Customer." The wording of the proposed tariff seems to recognize that if Laclede does not comply with State and Federal pipeline safety regulations it may be liable for damage, or injury to persons or property, or death. Staff wants to ensure the tariff is clear. The Staff is aware of instances, where the actions of natural gas distribution system personnel or their contractors, or the failure of distribution system equipment caused or resulted in high pressure natural gas going past the "Point of Delivery to the

Customer.” These incidents have caused fires, explosions, loss, damage, or injury to persons or property and/or damages to customer equipment and property.

There is also similar language on Laclede’s proposed Sheet No. R-11-c (first paragraph) that limits Laclede’s liability for the “... the release or leakage of gas on the Customer’s side of the Point of Delivery ...” and from “... a leak or ignition of gas from Customer Equipment ...”. Staff again stresses other operators have had incidents where there has been gas leakage from customer equipment and ignition due solely to the actions of natural gas distribution system personnel or their contractors, or the failure of distribution system equipment caused or resulted in high pressure natural gas going past the “Point of Delivery to the Customer.”

Language on proposed Sheet No. R-11-c (paragraph 2) states the Company shall not be liable for damage or loss for “... breakdown of plant, lines, or equipment” Staff questions whether the company should be able to limit liability when the Company’s equipment fails and causes injuries or damage to the customer’s property. The Staff has investigated incidents where an LDC’s service regulators have iced over, resulting in high pressure gas entering past the “Point of Delivery to the Customer”. This caused injuries, as well as damage to customer equipment and property. Also, there are instances where an LDC’s regulator and over-pressure protection equipment has iced-over and caused the distribution system to be over-pressured. In these cases, there were no violations of DOT or Commission regulations, but it was the operator’s equipment that did not operate properly. In some instances, some responsibility for iced-over meters may be attributed to the customer. However, Staff questions whether Laclede may, by tariff, limit all its liability when its equipment malfunctions.

Liability when customers’ water pipes freeze is another issue. Wording in the proposed tariff, (Tariff Sheet No. R-11-a, paragraph 3 and Tariff Sheet No. R-11-c, paragraph 2) needs to be clarified to state when the company is or is not liable. Laclede has some low-pressure lines in its system where water has entered the distribution system piping and caused outages. Sometimes water has gone past the “Point of Delivery to the Customer” and entered customer piping, causing damage. Laclede has also had instances where debris (e.g., small flakes) has gone past the “Point of Delivery to the Customer” causing outages and damage. While Laclede may not have violated DOT or Commission regulations, in both instances, Laclede would need to perform repair work past the “Point of Delivery to the Customer.” Staff recommends liability for that type of damage should fall to the Company and not to the customer.

The difficulty of Laclede’s proposed liability limitation language is it seems to limit the company’s liability even when the Company may be responsible, or may be partially responsible. The Staff has attempted to point out examples of situations where the Company may or may not be responsible, but there may also be other situations not yet identified. Staff recommends tariffs that limit liability must be clear and concise, so as not to limit Company liability in cases where the Company may

share some responsibility, while at the same time protecting the Company from becoming an unwilling insurer of customer equipment. The liability tariffs of other Missouri companies (Attachment D) may serve as examples of concise language. Attachment E represents copies of liability tariff sheets from other state jurisdictions that are relevant to Laclede's proposed liability tariff language. Attachment F is KCPL Greater Missouri Operations Company's Commission approved liability tariff language Staff recommends as a model for clarity.

The Staff has reviewed this tariff filing and agrees with the general intent of the tariff to limit the Company's liability in situations where the Company has had no involvement on the customer side of the point of delivery. To accomplish this the tariff must set forth clear and concise terms and conditions that define the relationship of the gas utility and the customer which recognizes the Commission imposed duty of inspection when the operator turns on the flow of gas. Staff's analysis of the proposed tariff sheets has identified operational concerns not covered by existing gas safety rules and not addressed in the proposed tariff that may result in improperly assigning liability to its customers. Laclede's proposed tariff is vague and does not provide clear limits of liability. Staff recognizes the important policy concern of protecting the Company from having to litigate and settle frivolous claims because those costs are paid by all customers in higher rates for their cost of service. Therefore, Staff recommends the Commission issue an order suspending Laclede's proposed tariff for the above stated reasons and order a prehearing conference for the parties to either determine the possibility of developing acceptable tariff language or to propose a procedural schedule to bring this matter to hearing.

Staff has confirmed that the Company is not delinquent on any assessment and has filed its annual report. Staff is unaware of any issue currently pending before the Commission that affects or is affected by this filing.

Therefore, Staff recommends rejection of the following tariff sheets, as filed on August 22, 2008, for the reasons stated above:

P.S.C. MO. No.5 Consolidated

Original Sheet No. R-11-a
Original Sheet No. R-11-b
Original Sheet No. R-11-c
Original Sheet No. R-11-d

P.S.C. MO. No. 5 Consolidated, First Revised Sheet No. R-10-a
CANCELLING P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-10-a

Laclede Gas Company
Name of Issuing Corporation or Municipality

For Refer to Sheet No. R-1
Community, Town or City

RULES AND REGULATIONS

11. Piping and Equipment (Continued)

Upon written request of the customer, or owner, Company will at its convenience make repairs to, replacements of, or clear obstructions in lines of the customer, or owner, and may charge the customer, or owner, for such labor and material as is necessary to place his lines in good operating condition.

12. Customer's Liability

The customer will be held responsible for breaking seals, tampering or interfering with Company's meter or meters or other equipment of Company installed on the customer's premises, and no one except employees of Company shall be allowed to make any repairs or adjustments to any meter or regulator belonging to Company.

Properly authorized employees and agents of the Company shall have the right to enter the premises of the customer, or owner, at all reasonable hours and at any time in the case of an emergency, for the purpose of making such inspection of the customer's installation as may be necessary for

DATE OF ISSUE	May 10, 2005	DATE EFFECTIVE	June 10, 2005
	Month Day Year		Month Day Year
ISSUED BY	K.J. Nelses,	Executive Vice President,	720 Olive St., St. Louis, MO 63101
	Name of Officer	Title	Address

FILED

MO PSC

Attachment A

P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-11-a
CANCELLING All Previous Schedules

Laclede Gas Company
Name of Issuing Corporation or Municipality

For _____ Refer to Sheet No. R-1
Community, Town or City

RULES AND REGULATIONS

12-a. Company's Liability

Customer Equipment shall mean all appliances, piping, vents, connectors, valves, fittings or any other gas utilization or distribution equipment at or on the Customer's side of the Point of Delivery.

Point of Delivery shall be that point where the Company delivers metered gas (outlet of Company gas meter) to the Customer's installation unless otherwise specified in the service agreement. The gas supplied by Company becomes the property of Customer at the Point of Delivery.

The Company shall be responsible for the safe transmission and distribution of gas until it passes the Point of Delivery to the Customer. Compliance by the Company with Safety Standards of the Pipeline Safety Regulations of the State of Missouri, 4 CSR 240-40.030, and the Pipeline Safety Regulations issued by the U.S. Department of Transportation, 49 CFR Part 192, shall constitute the safe transmission and distribution of gas by the Company and shall constitute full compliance with the Company's duties and obligations in the transmission and distribution of gas, including common law duties. Compliance with said regulations shall constitute a complete defense for the Company in any lawsuit against the Company by the Customer or any other person or entity for loss, damage or injury to persons or property, or death, arising in whole or in part from the transmission and distribution of gas by the Company.

The Company does not own Customer Equipment, nor is it responsible for the design, installation, inspection, operation, repair, condition or maintenance of Customer Equipment, except as provided by 4 CSR 240-40.030(10)(J) and (12)(S), or unless the Company expressly agrees in writing to assume such obligations. As with any equipment, Customer Equipment can be defective, fail, malfunction or fall into disrepair at any time, and Customer shall be deemed to be aware of this fact. Any obligation or liability assumed by or imposed on the Company for installation, repair, inspection, testing, operation, or maintenance of Customer Equipment or for providing any warnings in connection with the operation and use of such Customer Equipment shall expire 90 days after such work has been completed, provided that Company shall have no liability for any loss, injury or damage to persons or property, or death, that is caused in whole or in part by the failure of a piping

DATE OF ISSUE August 22, 2008
Month Day Year

DATE EFFECTIVE December 22, 2008
Month Day Year

ISSUED BY K.J. Neises, Executive Vice President, 720 Olive St., St. Louis, MO 63101
Name of Officer Title Address

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-11-b
CANCELLING All Previous Schedules**

Laclede Gas Company
Name of Issuing Corporation or Municipality

For Refer to Sheet No. R-1
Community, Town or City

RULES AND REGULATIONS

12-a. Company's Liability (continued)

installation, including its fittings, connectors and coupling, that was installed in compliance with the applicable regulations listed above and provided further that the Company's obligation to provide warnings or safety information of any kind to the Customer shall be limited to the obligations that are imposed by Sections (1)(K), (1)(L) and (12)(S) 2 of the Safety Standards of the Pipeline Safety Regulations of the State of Missouri, 4 CSR 240-40.030(1)(K)-(L), (12)(S) 2; and Section 192.16 of the Pipeline Safety Regulations of the U.S. Department of Transportation, 49 CFR 192.16. Compliance with the aforesaid regulations shall constitute a complete defense and bar to any claims or lawsuit by the Customer or anyone else against the Company for loss, damage or injury to persons or property, or death, alleging the breach of any duty to warn or provide safety information. Delivery of warnings and information by the Company to the Customer may be made by means of a brochure or similar document that is included in the mailing envelope for a billing statement addressed to the Customer. No special language or legend is required on the envelope in which such notices are delivered. Such delivery in the United States mail, postage prepaid, shall constitute compliance with the aforesaid regulations.

The customer shall ensure that all Customer Equipment is suitable for the use of natural gas and shall be designed, installed, inspected, repaired and maintained by the Customer and at the Customer's expense in a manner approved by the public authorities having jurisdiction over the same, and in good and safe condition in accordance with all applicable codes. 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.

DATE OF ISSUE	August 22, 2008	DATE EFFECTIVE	December 22, 2008
	Month Day Year		Month Day Year
ISSUED BY	K.J. Neises,	Executive Vice President,	720 Olive St., St. Louis, MO 63101
	Name of Officer	Title	Address

P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-11-c
CANCELLING All Previous Schedules

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

12-a. Company's Liability (continued)

Subject to the Company's responsibility for the safe transmission and distribution of gas as provided in this rule, and except as otherwise provided for herein, (A) Company shall not be liable to Customer or anyone else, and Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, claims, proceedings, suits, cost or expense for any loss, damage or injury to persons or property, or death, in any manner directly or indirectly connected with or arising out of, in whole or in part, the release or leakage of gas on the Customer's side of the Point of Delivery, or from any failure of or defective, improper or unsafe condition of any Customer Equipment; and, without limitation of the foregoing, (B) Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, claims, proceedings, suits, cost or expense for any loss, damage or injury to persons or property, or death, arising in whole or in part from (i) a leak and ignition of gas from Customer Equipment, or (ii) a release of carbon monoxide from Customer Equipment.

Company will use reasonable diligence to furnish continuous gas service to Customer, but does not guarantee the supply of gas service against irregularities or interruptions. Company shall not be considered in default of its service agreement with customer and shall not otherwise be liable for any damage or loss 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 August 22, 2008
Month Day Year

DATE EFFECTIVE December 22, 2008
Month Day Year

ISSUED BY K.J. Neises, Executive Vice President, 720 Olive St., St. Louis, MO 63101
Name of Officer Title Address

..... **Laclede Gas Company** For **Refer to Sheet No. R-1**
 Name of Issuing Corporation or Municipality Community, Town or City

The Company's obligation to odorize gas supplied to the Customer shall be limited to compliance with 40 CSR 240-40.030(12)(P). The Company shall not have any duty to warn or advise Customer regarding the limitations of any odorant used by Company in compliance with 40 CSR 240-40.030(12)(P), and shall not have any liability to Customer or anyone else for failure to provide such warnings or advice. The Company shall not have any duty to warn or advise Customer regarding the availability of any supplemental warning devices or equipment, including, but not limited to, electronic gas detectors, that might be used to provide a warning of leaking gas, and shall not have any liability to Customer or anyone else for failure to provide such warnings or advice.

DATE OF ISSUE	August 22, 2008			DATE EFFECTIVE	December 22, 2008		
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ISSUED BY	K.J. Neises,		Executive Vice President,	720 Olive St.,	St. Louis, MO 63101		
	Name of Officer		Title	Address			

4 CSR 240-40.030(10)(J)

(J) Test Requirements for Customer-Owned Fuel Lines.

1. At the initial time an operator physically turns on the flow of gas to new fuel line installations—

A. Each segment of fuel line must be tested for leakage to at least the delivery pressure;

B. A visual inspection of the exposed, accessible customer gas piping, interior and exterior, and all connected equipment shall be conducted to determine that the requirements of any applicable industry codes, standards or procedures adopted by the operator to assure safe service are met; and

C. The requirements of any applicable local (city, county, etc.) codes must be met.

2. The temperature of thermoplastic material must not be more than one hundred degrees Fahrenheit (100°F) during the test.

3. A record of the test and inspection performed in accordance with this subsection shall be maintained by the operator for a period of not less than two (2) years.

4 CSR 240-40.030(12)(S)

(S) Providing Service to Customers.

1. At the time an operator physically turns on the flow of gas to a customer (see requirements in subsection (10)(J) for new fuel line installations)—

A. Each segment of fuel line must be tested for leakage to at least the delivery pressure; and

B. A visual inspection of the exposed, accessible customer gas piping, interior and exterior, and all connected equipment shall be conducted to determine that the requirements of any applicable industry codes, standards or procedures adopted by the operator to assure safe service are met. This visual inspection need not be met for emergency outages or curtailments. In the event a large commercial or industrial customer denies an operator access to the customer's premises, the operator does not need to comply with the above requirement if the operator obtains a signed statement from the customer stating that the customer will be responsible for inspecting its exposed, accessible gas piping and all connected equipment, to determine that the piping and equipment meets any applicable codes, standards, or procedures adopted by the operator to assure safe service. In the event the customer denies an operator access to its premises and refuses to sign a statement as described above, the operator may file with the commission an application for waiver of compliance with this provision.

2. When providing gas service to a new customer or a customer relocated from a different operating district, the operator must provide the customer with the following as soon as possible, but within seven (7) calendar days, unless the operator can demonstrate that the information would be the same:

A. Information on how to contact the operator in the event of an emergency or to report a gas odor;

B. Information on how and when to contact the operator when excavation work is to be performed; and

C. Information concerning the customer's responsibility for maintaining his/her gas piping and utilization equipment. In addition, the operator should determine if a customer notification is required by subsection (1)(K).

3. The operator shall discontinue service to any customer whose fuel lines or gas utilization equipment are determined to be unsafe. The operator, however, may continue providing service to the customer if the unsafe conditions are removed or effectively eliminated.

4. A record of the test and inspection performed in accordance with this subsection shall be maintained by the operator for a period of not less than two (2) years.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 16a

Canceling P.S.C. Mo. No. _____ Sec. _____ Revised Sheet No. _____

For ALL TERRITORY

NET METERING RIDER
RIDER NM

D. Additional Terms and Conditions

In addition to abiding by Empire's other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

1) Operation / Disconnection

If it appears to Empire, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator's System is adversely affecting safety, power quality or reliability of Empire's electrical system, Empire may immediately disconnect and lock-out the Customer-Generator's System from Empire's electrical system. The Customer-Generator shall permit Empire's employees and inspector's reasonable access to inspect, test, and examine the Customer-Generator's System.

2) Liability

The Customer-Generator shall be held responsible for all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System. In addition, any Customer-Generator with an interconnected generation system greater than 10 kW must carry no less than \$100,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System. Insurance may be in the form of an existing policy or an endorsement on an existing policy.

3) Interconnection Costs

The Customer-Generator shall, at the Customer-Generator's cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator's System. The Customer-Generator further agrees to pay or reimburse to Empire all of Empire's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by Empire for: (1) additional tests and analyses of the effects of the operation of the Customer-Generator's System on Empire's local distribution system, (2) additional metering, and (3) any necessary controls. These Interconnection Costs must be related to the installation of the physical facilities necessary to permit interconnected operation of the Customer-Generator's System with Empire's system and shall only include those costs, or corresponding costs, which would not have been incurred by Empire in providing service to the Customer-Generator solely as a consumer of electric energy from Empire pursuant to Empire's standard cost of service policies in effect at the time the Customer-Generator's System is first interconnected with Empire's system. Upon request, Empire shall provide the Customer-Generator with a non-binding estimate of Empire's Interconnection Costs based upon the plans and specifications provided by the Customer-Generator to Empire.

4) Energy Pricing and Billing

Section 386.890, RSMo Supp. 2007 sets forth the valuation and billing methods of electric energy provided by Empire to Customer-Generator and to Empire from Customer-Generator (described in the Company's tariff schedule NM and CP).

5) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and Empire, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving Empire at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with Empire's system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the Customer-Generator and Empire. This agreement may also be terminated by approval of the Commission, in there is a change in statute that is determined to be applicable to this contract and necessitates its termination.

DATE OF ISSUE January 3, 2008
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE February 2, 2008

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 16c

Canceling P.S.C. Mo. No. _____ Sec. _____ Revised Sheet No. _____

For ALL TERRITORY

NET METERING RIDER
RIDER NM

E. Electrical Inspection

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (Print): _____

Inspector Certification: I am a Licensed Engineer in Missouri _____ or I am a Licensed Electrician in Missouri _____

License No. _____

Signed (Inspector): _____ Date: _____

F. Customer-Generator Acknowledgement

I am aware if the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Empire's parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer's recommended practices as well as Empire's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on Empire's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Empire's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Empire no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to Empire.

I agree not to operate the Customer-Generator System in parallel with Empire's electrical system until this Application/Agreement has been approved by Empire.

Signed (Customer-Generator): _____ Date: _____

G. Utility Application Approval (completed by The Empire District Electric Company)

Empire does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by Empire on this _____ day of _____ (month). _____ (year).

Empire Representative Name (Print): _____

Signed Empire Representative: _____

DATE OF ISSUE January 3, 2008
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE February 2, 2008

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 5 4th Revised Sheet No. 19

Canceling P.S.C. Mo. No. 5 Sec. 5 3rd Revised Sheet No. 19

For ALL TERRITORY

RULES AND
REGULATIONS

It is the Company's regular practice to seal its meters and enclosures of metering equipment. Only Company employees or agents are authorized to remove any such seal. When a seal is repeatedly missing or broken, Company shall have the right to initiate a meter-tampering investigation and when tampering is documented may bill the Customer for resealing or special locking devices necessary to secure the meter and/or meter enclosure.

D. POWER SUPPLY

In all cases and at all locations, supply specifications shall be approved by the Company.

1. Voltages:

The following nominal voltages are available for supply to Customers, depending upon size, application and location on the Company's distribution system: Other voltages may be available in certain areas but will require consultation with a Company representative.

Standard Secondary Voltages:

120/240 volts single phase
120/208 volts three phase grounded wye
120/240 volts three phase delta
277/480 volts grounded wye

Standard Primary Voltage:

12,470 volts three phase grounded wye

Capacity:

The Customer must contact the Company to verify the available power supply capacity at any particular location on Company's electrical system.

Phase:

Standard phasing for residential or rural areas shall be single phase. Customers or applicants for service in such areas should arrange to utilize single phase service. When three phase is requested in residential or rural areas, feasibility of extending three phase facilities shall be determined by Company, considering such factors as prospective annual revenue, location, topography, Customer load characteristics, etc.

Frequency:

The standard frequency in all locations shall be 60 hertz or cycles per second.

2. Fluctuating Loads:

Any single phase equipment rated over 20 kW or any three phase equipment rated over 45 kW must be approved by Company. Three phase fluctuating loads drawing a peak instantaneous demand in excess of 15 kVA and cycling at a rate of once every five minutes or less shall be reported to the Company so the effects of the Customer's load on the Customer's and/or adjacent Customers' electrical service quality can be determined.

3. For any poly-phase services, the Customer is responsible for protecting motors and other equipment from damage in case of a single phasing condition on the Company's distribution and/or transmission systems. This removes Empire from any liability associated with "loss of phase" on the Company's distribution and/or transmission systems caused by weather, accidents, or other factors beyond the Company's control.

FILED
Missouri Public
Service Commission

DATE OF ISSUE August 6, 2008
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE September 5, 2008

August 23, 2008

Attachment D-3

IR-2008-0093

KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 2 Seventh ☐ Original Sheet No. 1.14
☒ Revised
Cancelling P.S.C. MO. No. 2 Sixth ☐ Original Sheet No. 1.14
☒ Revised
For Missouri Retail Service Area

GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

3. SUPPLYING ELECTRIC SERVICE (continued)

- 3.14 **RECONNECTION OF ELECTRIC SERVICE:** The Company may impose a reconnection charge as a condition precedent to the restoration of electric service to a Customer whose electric service has been discontinued for any reason whatsoever, including discontinuance at the request of the Customer. If electric service is discontinued for nonpayment by the Customer of any delinquent electric service bill, the Company shall not be required to restore electric service to the Customer until all such delinquent bills have been paid, together with any such reconnection charge, and the Customer shall have complied with the credit regulations of the Company.
- 3.15 **REFUSAL TO SERVE:** The Company may refuse to supply electric service to any customer who fails or refuses to comply with any provisions of any applicable law, general order or rule of the Commission or rate schedule, rule or regulation of the Company in effect and on file with the Commission. However, nothing in this Rule 3.15 shall be construed as a reason for discrimination against a customer or applicant for service for exercising any right granted by 4 CSR 240-13, Utility Billing Practices.
- 3.16 **PROPERTY OF THE COMPANY:** All facilities furnished and installed by the Company on the premises of the Customer for the supply of electric service to the Customer shall be and remain the exclusive property of the Company. All facilities on the premises of the Customer which are or become the property of the Company shall be operated and maintained by and at the expense of the Company, may be replaced by the Company at any time, and may be removed by the Company upon termination of the Customer's service agreement or upon discontinuance by the Company of electric service to the Customer for any reason.
- 3.17 **LIABILITY OF COMPANY:** Except where due to the Company's willful misconduct or gross negligence, the Company shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) on account of fluctuations, interruption in, or curtailment of electric service; or for any delivery delay, breakdown; or failure of or damage to facilities; or any electric disturbance originating on or transmitted through electric systems with which the Company's system is interconnected, act of God or public enemy, strike, or other labor disturbance involving the Company or the Customer, civil, military or governmental authority.

4. TAKING ELECTRIC SERVICE

- 4.01 **CUSTOMER'S INSTALLATION:** Any and all wiring, appliance or equipment required to transform, control, regulate or utilize beyond the point of delivery the electric service supplied by the Company shall be furnished, installed and maintained by, and shall be the sole responsibility of, the Customer.

DATE OF ISSUE: February 23, 2007
ISSUED BY: Chris B. Giles,
Vice-President

DATE EFFECTIVE: March 30, 2007
1201 Walnut, Kansas City, Mo. 64106

Filed

Attachment D-4

blic
ission

Cancelling P. S. C. MO. No.

SHEET No. 1.52

KANSAS CITY POWER & LIGHT COMPANY

Name of Issuing Corporation or Municipality

For Rate Areas No. 1 and No. 3

Community Development
RECEIVED

NOV 7 1989

GENERAL RULES AND REGULATIONS

APPLYING TO ELECTRIC SERVICE (continued)

15. MUNICIPAL STREET LIGHTING SERVICE (continued)

15.08 CHANGES AND REMOVALS: (continued) Removals of Street Lighting System facilities, or portions thereof, will be performed by the Company at the Municipality's request. For all such removals, the Municipality shall reimburse and pay to the Company the Company's cost of labor, transportation and materials incurred for such removal (including, without limitation, applicable overheads, insurance and taxes), as well as the original cost of such facilities, less accrued depreciation and salvage value. A salvage credit will be allowed only when the particular items being removed have current reusable value to the Company. Such changes and removals shall be performed as soon as reasonably practical after receipt of a written order of a legally authorized officer of the Municipality requiring the same.

15.09 PROTECTION OF COMPANY PROPERTY: Property of the Company shall be protected by the Municipality against malicious destruction thereof as is the property of its inhabitants.

15.10 MUNICIPALITY PAYMENT LIABILITY: The Municipality shall pay all bills rendered by the Company for services furnished within fifteen (15) days after receipt thereof. If any such bill is not paid within such period, a default shall have incurred and the Municipality shall become liable to pay the Company interest on such bill at the rate of ten percent (10%) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of services provided until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the Municipality shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Street Lighting System.

15.11 FORCE MAJEURE: The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public or military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

FILED

DEC 16 1989

DATE OF ISSUE

November 6, 1989

month day year

DATE EFFECTIVE

month day year

ISSUED BY

B. J. Beaudoin

name of officer

Vice President

title

1

Attachment D-5

Mo.

Cancelling P. S. C. MO. No.

Original
Revised

SHEET No.

KANSAS CITY POWER & LIGHT COMPANY

For Rate Area No. 1

Name of Issuing Corporation or Municipality

Community, Town or City

Urban Area

APR 29 1976

GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICEMISSOURI
(continued) Public Service Commission

16. MUNICIPAL TRAFFIC CONTROL SIGNAL SERVICE (continued)

16.09 MUNICIPALITY PAYMENT LIABILITY: The Municipality shall pay all bills rendered by the Company for Traffic Control Signal Service within fifteen (15) days after receipt thereof. If any such bill is not paid within such period, a default shall have incurred and the Municipality shall become liable to pay the Company interest on such bill at the rate of ten percent (10%) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of Traffic Control Signal Service until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the Municipality shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Traffic Control System.

16.10 FORCE MAJEURE: The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public or military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

16.11 MUNICIPALITY PURCHASE OF TRAFFIC CONTROL SYSTEM: The Municipality shall have the right and option to purchase on a mutually agreed specified "purchase date", upon one (1) year's written notice to the Company prior to the specified purchase date, only that portion of the Traffic Control System determined by the Company in use and useful and devoted exclusively to furnishing Traffic Control Signal Service within the corporate limits of the Municipality (the "property to be sold"). The purchase price for the property to be sold shall be and consist of all of the following:

- [a] the reproduction cost new less depreciation;
- [b] consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the Municipality;
- [c] an allowance for the loss of a portion of the Company's going concern value;
- [d] all materials and supplies related uniquely to the property to be sold;
- [e] all expenses in connection with such sale; and
- [f] all other damages sustained by the Company by reason of such sale.

DATE OF ISSUE April 29, 1976
month day year

MAY 4 1976

DATE EFFECTIVE May 4, 1976
month day yearISSUED BY J. A. Mayberry,
name of officer

FILED
18433
Vice President 1330
Public Service Commission

Attachment D-6

Cancelling P. S. C. MO. No. _____

{ Original } SHEET No. _____
Revised**KANSAS CITY POWER & LIGHT COMPANY**

Name of Issuing Corporation or Municipality

For Rate Areas No. _____ and No. _____
Community _____ City _____**RECEIVED****MAR 16 1978**

(continued)

MISSOURI**Public Service Commission**
(continued)**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE****17. EMERGENCY ENERGY CONSERVATION PLAN****17.07 MANDATORY CURTAILMENT: (continued)**

- (f) direct all industrial and commercial customers to further curtail usage of electric service, on a progressive reduction basis, as may be required to that level needed for employee and plant safety and security.

17.08 LIABILITY OF COMPANY: The Company shall not be considered in default of its service agreement and shall not otherwise be liable to any customer or other person by reason of implementation by the Company of any or all of the procedures described in this Rule 17.

KCPL FORM 81-101 (REV. 2/78)

FILED**MAR 20 1978****78 - 203****Public Service Commission**DATE OF ISSUE March 16, 1978
month day yearDATE EFFECTIVE March 20, 1978
month day yearISSUED BY L. C. Rasmussen
name of officerVice President 1330
title**Attachment D-7**

KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 7 First ☐ Original Sheet No. 34D
☒ Revised
Cancelling P.S.C. MO. No. 7 ☒ Original Sheet No. 34D
☐ Revised
For Missouri Retail Service Area

NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

INTERCONNECTION APPLICATION/AGREEMENT FOR RENEWABLE SOURCE NET METERING SYSTEMS WITH CAPACITY OF 100 kW* OR LESS

D. Additional Terms and Conditions (Continued)

2) Liability

Liability insurance is not required for Customer-Generators when the generator is 10 kW or less. For generators greater than 10 kW, the Customer-Generator agrees to carry no less than \$100,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System. Insurance may be in the form of an existing policy or an endorsement on an existing policy.

3) Customer-Generator Costs

The Customer-Generator shall, at the Customer-Generator's cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator's System. The Customer-Generator further agrees to pay or reimburse to KCPL for additional tests or analyses of the effects of the Operation of the Customer-Generator's system on KCPL's local distribution system. These requirements are based on IEEE Standards.

4) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and KCPL, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving KCPL at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with KCPL's system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the Customer-Generator and KCPL. This agreement may also be terminated, by approval of the Commission, if there is a change in statute that is determined to be applicable to this contract and necessitates its termination.

*This tariff shall be made available to Public Education (schools) Customer-Generators with a capacity less than or equal to 1 megawatt contingent on meeting all other criteria as set out in this tariff.

DATE OF ISSUE: February 11, 2008
ISSUED BY: Chris Giles, Vice-President

DATE EFFECTIVE: March 15, 2008
1201 Walnut, Kansas City, Mo. 64106

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. R-24

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

Sheet No. _____

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138

**RULES AND REGULATIONS
ELECTRIC**

3.02 Use of Electrical Energy

- A. Except in cases where the customer has a contract with Company for interchange of electrical energy or for reserve auxiliary service, no other electric light or power service shall be used by the customer on the same installation in conjunction with Company's service either by means of a throw-over switch or any other connections. Any violation of this Rule by the customer shall authorize Company to discontinue its service entirely and remove the service connections.
- B. Except as provided for in Section 3.02 (A) of this Rule, the customer shall not sell the electricity purchased from Company to any other customer, company, or person. Electricity supplied is for the personal use of the customer. The customer shall not deliver the electricity purchased from Company to any connection wherein such electricity is to be used off of customer's premises or used by persons over whom customer has no control. For violation of this Rule, Company may remove its meter(s) and discontinue service. Customers receiving electricity on retail rate tariffs shall not be permitted to submeter and resell electricity.

3.03 Indemnity to Company

The customer shall indemnify, save harmless, and defend Company against all claims, damages, costs, or expenses for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the distribution and use of electricity by the customer at or on the customer's side of the point of delivery.

3.04 Access to Customer's Premises

Access shall be given Company's duly authorized employees or agents to the customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, or removing all of its apparatus used in connection with supplying electric service. Company will restore the surface following any necessary excavations in executing its obligations to provide service, but is not responsible for the replacement of trees, shrubs, fences, etc. At the termination of any service agreement, Company shall be permitted access to remove all its properties from the customer's premises. Company shall have the right to enter upon the customer's premises to discontinue, cut off, and remove its electric service as soon as, and as often as, default shall be made by the customer which results in the termination of the Service Agreement. The customer shall be subject to and conform to such reasonable rules as Company may establish to govern the general use of the electricity it supplies.

3.05 Tapping of Company's Lines

No person other than a duly authorized representative of Company shall be authorized to tap or connect a service line to Company's electric supply lines.

Issued: April 14, 2004

Issued by: Dennis Williams, Regulatory Services

Effective: April 22, 2004

Attachment D-9

FILED
MO PSC

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 101

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

Sheet No. _____

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138

CURTAILABLE DEMAND RIDER (Continued)
ELECTRIC

SPECIAL CONDITIONS OF SERVICE (Continued)

6. Company reserves the right to implement one test curtailment each summer curtailment season, with all applicable curtailment credit payments and penalty provisions in effect.
7. The Customer will be responsible for monitoring the load prior to curtailment and during curtailment in order to comply with the terms of the contract.
8. The Company will give the Customer a minimum of four (4) hours notice prior to a demand reduction.
9. Except as provided herein, all terms and provisions of the applicable service schedule will be in full force and effect.
10. Credits shall be applied to bills the month after such credits are earned.
11. Penalties shall be applied to bills the month after such penalties are assessed.
12. The Company shall have no liability to the Customer or to any other person, firm, or corporation for any loss, damage, or injury by reason of any reduction as provided herein.
13. The Company "Tax and License Rider" is applicable to all charges or penalties assessed under this Rider.

Issued: April 14, 2004

Issued by: Dennis Williams, Regulatory Services

Effective: April 22, 2004

Attachment D-10

FILED
MO PSC

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 11stRevised Sheet No. 113Canceling P.S.C. MO. No. 1Original Sheet No. 113**Aquila, Inc., dba****AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC**2) Liability**

Proof of liability insurance is not required for Customer-Generator of 10 kW or less. This does not waive any Customer-Generator liability. Customer-Generator of greater than 10 kW agrees to carry no less than \$100,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System, and provide Company with proof in the form of a certificate of liability insurance or other proof acceptable to the Company. Insurance may be in the form of an existing policy or an endorsement on an existing policy.

3) Interconnection Costs

The Customer-Generator shall, at the Customer-Generator's cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator's System. The Customer-Generator further agrees to pay or reimburse to Company all of Company's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by Company for: (1) additional tests or analyses of the effects of the operation of the Customer-Generator's System on Company's local distribution system, (2) additional metering, and (3) any necessary controls. These Interconnection Costs must be related to the installation of the physical facilities necessary to permit interconnected operation of the Customer-Generator's System with Company's system and shall only include those costs, or corresponding costs, which would not have been incurred by Company in providing service to the Customer-Generator solely as a consumer of electric energy from Company pursuant to Company's standard cost of service policies in effect at the time the Customer-Generator's System is first interconnected with Company's system. Upon request, Company shall provide the Customer-Generator with a non-binding estimate of Company's Interconnection Costs based upon the plans and specifications provided by the Customer-Generator to Company.

4) Energy Pricing and Billing

Section 386.890 RSMo Supp. 2007 sets forth the valuation and billing of electric energy provided by Company to the Customer-Generator and to Company from Customer-Generator. The net electric energy delivered to the Customer-Generator shall be billed in accordance with rate schedule(s) under which the Customer-Generator was being served prior to installation of the generator, as updated or changed from time to time as approved by the Commission. The value of the electric energy delivered by the Customer-Generator to Company shall be credited in accordance with the current annual average cost of fuel for the Company as calculated from the most recent filed annual report with the Commission.

5) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and Company, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving Company at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with Company's system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the

FILED
Missouri Public
Service Commission

Issued: January 31, 2008

Effective: March 3, 2008

Issued by: Gary Clemens, Regulatory Services

Attachment D-11

ET-2008-0271

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1Original Sheet No. 116

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

Sheet No. _____

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC

Company's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Company's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Company no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to Company.

I agree not to operate the Customer-Generator System in parallel with Company's electrical system until this Application/Agreement has been approved by Company.

Signed (Customer-Generator): _____ Date: _____

G. Utility Application Approval (completed by Company)

Company does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury to persons due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by Company on this _____ day of _____ (month), _____ (year).

Company Representative Name (print): _____

Signed Company Representative: _____

Issued: April 14, 2004

Issued by: Dennis Williams, Regulatory Services

Effective: April 22, 2004

Attachment D-12

FILED
MO PSC

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

1st

Revised Sheet No. R-4

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

Original Sheet No. R-4

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138

RULES AND REGULATIONS
ELECTRIC

1. DEFINITIONS

- A. Bill means a written or electronically presented (e-bill) demand for payment for service and the taxes and franchise fees related to it.
- B. Billing period means a normal usage period of not less than twenty-six (26) or more than thirty-five (35) days for a monthly-billed customer except for initial, corrected, or final bills.
- C. Company means Aquila Networks - L&P or Aquila Networks - MPS.
- D. Commission means the Missouri Public Service Commission.
- E. Complaint means an informal or formal complaint under Commission Rule 4 CSR 240-2.070 and Section 6.08 of these Rules.
- F. Customer means a person or legal entity responsible for payment for service except one denoted as a guarantor.
- G. Cycle billing means a system that results in the rendition of bills to various customers on different days of a month.
- H. Delinquent charge means a charge remaining unpaid at least twenty-one (21) days from the rendition of the bill by Company.
- I. Delinquent date means the date stated on a bill, which shall be at least twenty-one (21) days from the rendition of the bill, after which Company may assess an approved late payment charge in accordance with Company's tariff on file with the Commission.
- J. Deposit means money paid in advance to Company for the purpose of securing payment of delinquent charges which might accrue to the customer who made the advance.
- K. Discontinuance of service or discontinuance means a cessation of service not requested by a customer.
- L. Due date means the date stated on a bill when the charge is considered due and payable.
- M. Estimated bill means a charge for utility service that is not based on an actual reading of the meter or other registering device by an authorized Company representative.
- N. Extension agreement means a verbal agreement between Company and the customer extending payment for fifteen (15) days or less.
- O. Guarantee means a written promise from a third party to assume liability up to a specified amount for delinquent charges that might accrue to a particular customer.

Issued: June 28, 2007

Issued by: Gary Clemens, Regulatory Services

Effective: ~~July 30, 2007~~

August 3, 2007

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. R-20

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

Sheet No. _____

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138

**RULES AND REGULATIONS
ELECTRIC**

2.07 Charge for Reconnection, Connection or Collection

- A. If electric service is discontinued for violation of any of the terms or conditions of any service agreement or on account of a delinquent service bill, a charge shall be made to the customer whose service was discontinued to cover the cost of reconnecting service before electric service will be resumed. This Reconnection Charge shall be assessed to the customer per Section 12 of these Rules.
- B. There is no charge for service connections during normal business hours. Where service connections are made outside of normal business hours, the same charge shall apply as for reconnecting service. This Connection Charge shall be assessed to the customer per Section 12 of these Rules.
- C. When it is necessary for a Representative of Company to visit the service address for the purpose of disconnecting electric service and the Representative collects the delinquent payment amount a Collection Charge shall be assessed to the customer per Section 12 of these Rules.
- D. Charges in this Section do not cover any extension that may be necessary to provide customer service. Charges for and conditions of extending electric service are included in Section 12 of these Rules.

2.08 Temporary Service

- A. Applications for temporary service will be reviewed by Company, as received, and considered as a special contract subject to the applicable rates, rules, regulations, terms, conditions, and orders of all governmental authorities having jurisdiction. Such temporary service shall also be subject to the Rules of Company on file with the Commission.
- B. The customer shall assume the liability of Company's up-and-down cost of extending temporary overhead or underground service. Company's up-and-down cost referred to is Company's total cost of extending and removing facilities installed for the sole benefit of the customer, less estimated salvage value of any material removed. Company shall furnish the customer with information that sets forth the estimated up-and-down costs, less salvage value of certain facilities included in such up-and-down cost estimates. Prior to starting construction of temporary facilities, the customer shall pay Company an amount equal to the estimated up-and-down costs of the facilities, less the estimated salvage value of the material taken down. In the event the actual up-and-down costs, less material to be salvaged, are less than the amount of the estimated costs, Company shall refund the amount of the difference between the actual costs and the estimated costs. In the event the actual up-and-down costs, less salvage, are more than the estimated costs, the customer shall pay Company the amount of the difference between the estimated costs and the actual costs.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. R-43

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

Sheet No. _____

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138

**RULES AND REGULATIONS
ELECTRIC**

6.07 Settlement Agreements and Extension Agreements

- A. When Company and a customer arrive at a mutually satisfactory settlement of any dispute, or the customer does not dispute liability to Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement that extends beyond sixty (60) days shall be in writing and mailed or otherwise delivered to the customer.
- B. Every settlement agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement, and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why the debt has been outstanding; and any other relevant factors relating to the customer's service.
- C. If a customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with Section 2.05: that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.
- D. Company may enter into an extension agreement upon the request of the customer who claims an inability to pay the bill in full.

Issued: April 14, 2004

Issued by: Dennis Williams, Regulatory Services

Effective: April 22, 2004

Attachment D-15

FILED
MO PSC

RECEIVED

RIDER D*

TEMPORARY SERVICE

APR 28 1980

Customers desiring service for operations which are not considered permanent in nature, including, but not limited to, construction connections, carnivals, lawn parties, bazaars, fetes, etc., may contract for such service under the applicable rate, subject to all terms and conditions of said rate and applicable rules and regulations except as hereinafter modified:

1. Customer will pay Company in advance or at the option of Company, with the first bill for service rendered, the estimated cost of connection and disconnection of service, installation, reading and removing of meters, and any other cost or expense incurred by Company incident to the connection and disconnection of such service, less the estimated net salvage value of recoverable facilities and materials.
2. Customer may have service disconnected by giving written notice to Company ten (10) days prior to the date when service is to be disconnected.
3. In case of service required for carnivals, lawn parties, bazaars, fetes, etc., which is generally required for only a few days, Company may estimate the service used based upon connected load and hours of use.
4. This service may not be cumulated with any other service for billing purposes. Each connection of temporary service will be billed for separately.
5. Upon request by Company, Customer will furnish insurance to protect Company against liability for injury or damage claims incident to the supply of service to temporary installations.

*Indicates reissue.

P.S.C. MO. DATE OF ISSUE April 28, 1980DATE EFFECTIVE May 30, 1980

ILL. C.C. DATE OF ISSUE _____

for meters read on and after May 30, 1980

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY

Charles J. Dougherty

Chairman

St. Louis, Missouri

NAME OF OFFICER

TITLE

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 52nd Revised SHEET NO. 116.2CANCELLING SCHEDULE NO. 51st Revised **RECEIVED** SHEET NO. 116.2

APPLYING TO

MISSOURI SERVICE AREARIDER L**MAY 26 2000**VOLUNTARY CURTAILMENT RIDER**MO. PUBLIC SERVICE COMM**

*described herein, based upon the Company's posted day ahead hourly prices. Thereafter, any additional same day kWh curtailed by customer will be priced as described herein, based upon the Company's posted same day hourly prices.

**Prior to the June 2001 billing month, the monthly Credit for electric service at a premises will be calculated by first setting any negative Curtailment kWh determined for any hour to zero.

**In the determination of the customer's monthly Credit beginning with the June 2001 billing month, both positive and negative hourly curtailment kWh will be applied to the hourly prices for each Voluntary Curtailment Period in which the customer has confirmed its participation.

**No customer's monthly bill will be increased as a result of participating in the terms and conditions of this Rider L, other than any applicable metering fees provided for herein.

*Such Credits will be paid to customers by check or at the Company's option, by credit being applied to the bill for the period in which the request for voluntary curtailment(s) occurred.

TERMS AND CONDITIONS:

Company shall have no liability to a customer or to any other person, firm, or corporation for any loss, damage, or injury by reason of non-delivery of electric energy during any Voluntary Curtailment Period as provided herein.

The Company shall not be liable for the cost of fuel, operation and maintenance expense or repairs resulting from a customer's use of its own electric generation during any Voluntary Curtailment Period.

Customer's generating equipment shall not be operated in parallel with Company's service except when such operation is approved by Company and permitted under a written agreement with Company.

Company assumes no responsibility for controlling the customer's generation and/or shedding customer's load.

The Company will not adjust or prorate a customer's billing demand applicable to a customer's standard Service Classification rate as a result of any voluntary curtailments under this Rider.

Any interruption, curtailment or reduction of electric service caused by, resulting from, or arising out of an unexpected occurrence shall not be deemed a Notification of a Voluntary Curtailment Period qualifying a customer for Credits under this Rider.

After receipt of original executed contract from customer, service under this rider shall commence no later than fifteen (15) days after customer's interval meter load data becomes available. A copy of the executed contract shall be provided to the Commission's Manager of the Electric Department within ten days of execution for informational purposes.

*Indicates Change

**Indicate Addition

FILED**JUN 25 2000****MISSOURI****Public Service Commission**P.S.C. Mo. DATE OF ISSUE May 26, 2000

DATE EFFECTIVE

June 25, 2000ISSUED BY C. W. Mueller
NAME OF OFFICERPresident & CEO
TITLE**Attachment D-17**iri

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

Original

SHEET NO. 116.6

CANCELLING SCHEDULE NO. 5**RECEIVED**

SHEET NO.

APPLYING TO

MISSOURI SERVICE AREA

APR 06 2000

RIDER M

OPTION BASED CURTAILMENT RIDER

MO. PUBLIC SERVICE COM

8. BILLING DEMAND STANDARD

Company's exercise of its curtailment option under this Rider shall not result in any adjustment or prorating of the customer's billing demand determined in accordance with the provisions of Service Classifications 4(M) or 11(M).

9. ADDITIONAL METERING

Service under this Rider requires the use of interval time sensitive electronic load profile metering at each meter location, metering not considered standard by Company under some rate classifications. The customer shall pay a monthly fee of \$21 for each electronic load profile meter required solely for the application and billing of this Rider.

10. COMPANY AND CUSTOMER OBLIGATIONS

Company shall have no liability to a customer or to any other person, firm or corporation for any loss, damage or injury by reason of non-delivery of electric energy during any curtailment relative to Company's exercise of its Curtailment Option.

The customer's generating equipment, if any, shall not be operated in parallel with Company's service except when such operation is approved by Company and permitted under a separate written agreement with Company. Company assumes no responsibility for controlling the customer's generation and/or shedding the customer's load and shall not be liable for the cost of fuel, operation and maintenance expense or repairs resulting from a customer's use of its own electric generation during curtailments under this Rider.

The possibility of interruption, curtailment or reduction of electric service caused by, resulting from, or arising out of unexpected causes or occurrences shall not be deemed to be Company's exercise of any Curtailment Option entitling the customer to the payment of the Strike Price under this Rider.

11. Contract

Service under this Rider shall be evidenced by a contract between the customer and the Company, a copy of which shall be provided for informational purposes to the Commission's Manager of the Electric Department within ten days of execution.

The term of service under this Rider shall be customer's billing months that encompass the calendar months of June through September, within a customer's contract year.

FILED

MAY 06 2000

00-666

MO. PUBLIC SERVICE COM

P.S.C. Mo. DATE OF ISSUE April 6, 2000

DATE EFFECTIVE

May 6, 2000ISSUED BY Charles W. Mueller

President & CEO

NAME OF OFFICER

TITLE

Attachment D-18

APPLYING TO MISSOURI SERVICE AREA

RECEIVED

GENERAL RULES AND REGULATIONS

MAR 30 1990

VII. DISCONNECTION AND RECONNECTION OF SERVICE

MISSOURI

Public Service Commission

evidence that a medical emergency exists before postponing the disconnection of service.

G. Avoidance of Disconnection of Service

Disconnection of electric service will not be performed if, on or before the date specified in the notice of intent to disconnect, the customer shall:

1. (a) Make good the default by paying such bills for service at a Company office, or make arrangements satisfactory to Company, therefor, (b) make or restore such deposit at a Company office, (c) give Company representatives such access, or (d) cure such violation of rules and regulations, as the case may be; and
2. Pay at a Company office the expenses incurred by Company in detecting and confirming obstruction of electric service. Such expenses will include, but not be limited to all unmetered service as estimated by Company, special equipment necessary to detect the violation (such as check meter), equipment necessary to prevent future violations, labor and materials necessary to test, change, move or install new meters or other equipment and the cost of any rebilling, as applicable.

H. Disconnection or Interruption of Service Without Prior Notice

Company shall have the right to disconnect or interrupt service without prior notice for reasons of obstruction, maintenance, health, safety or state of emergency, or in cases where Company is directed to interrupt service by a governmental agency or officer. In such cases Company will make a reasonable effort to inform customer of the reasons for disconnection or interruption of service.

I. Reconnection of Service

In the event Company disconnects service, in addition to customer's continuing liability for all indebtedness then owed by customer to Company for service supplied at customer's current location and for similar service supplied at any other location of customer, customer shall also be liable for and shall also pay Company for the expenses

FILED

MAY 5 1990

P.S.C. MO. DATE OF ISSUE March 30, 1990DATE EFFECTIVE May 5, 1990

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY William E. Cornelius

Chairman

Attachment D-19

NAME OF OFFICER

TITLE

ADDRESS

Tariff #4 – Liability Provisions –Xcel Energy (Minnesota)

See Full Tariff @

[http://www.xcelenergy.com/Company/About Energy and Rates/Energy%20Prices%20\(Rates%20and%20Tariffs\)/Pages/MNEnergy_Rates.aspx](http://www.xcelenergy.com/Company/About Energy and Rates/Energy%20Prices%20(Rates%20and%20Tariffs)/Pages/MNEnergy_Rates.aspx)

4.2 CUSTOMER'S PIPING AND EQUIPMENT

Customer will install, maintain, and keep in repair its piping and equipment as prescribed by any public authority with jurisdiction over the installation of gas facilities. In the event customer fails to do so, or if the Company finds that the customer's piping or equipment, in the Company's opinion, is not adequate and safe, or that the operation thereof under existing conditions is not safe, the Company may discontinue the supply of gas.

Any inspection of a customer's piping and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its customers or damage to its property and for no other purpose, and will not be construed to impose any liability upon the Company to a customer or any other person by reason thereof. In addition, the Company will not be liable or responsible for any loss, injury, or damage that may result from the use of or defects in a customer's piping or equipment.

The Company may, however, at any time require a customer to make such changes in customer's equipment or use thereof as may be necessary to eliminate any hazardous condition or any adverse effect which the operation of the customer's equipment may have on said customer, other customers of the Company, the public, or the Company's employees, equipment, or service. In lieu of changes by the customer, the Company may perform such changes and require reimbursement from the customer of the cost incurred by the Company in alleviating an adverse effect on the Company's facilities caused by the Customer's property.

The customer will not make a material increase in customer's load or equipment without first making arrangements with the Company for additional gas supply. The piping, meters, and appurtenances used in furnishing gas service to a customer have a definite capacity, and any increase in load or equipment may require a change in the Company's equipment.

Tariff #8 – Liability Provisions –Aquila (Black Hills) (Kansas)

View full tariff @ <http://www.aquila.com/customers/energyrates/documents/ks/KsGRatesRules.pdf>

10.3 Liability of Parties:

The Company and the Customer each assume full responsibility and liability for the maintenance and operation of their respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons caused or contributed to by the negligent acts or omissions of such indemnifying party in connection with the installation, presence, maintenance and operation of the property and equipment of such party.

[The Company shall not be liable to Customer for its failure to deliver gas and the Customer shall not be liable to Company for its failure to receive gas, when such failure on the part of either shall be due to accident, supplier low pressure, gas quality, or breakage of pipelines, machinery or equipment fires, floods, storms, weather conditions, strikes, riots, legal interferences, acts of God or public enemy, non-owned pipeline pressures, shutdowns for necessary repairs and maintenance,

Tariff #9 – Liability Provisions –Mid-America Energy (Nebraska)

View full tariff @ <http://www.midamericanenergy.com/pdf/rates/gasrates/negas/ne-gas.pdf>

SERVICE RULES AND REGULATIONS FOR GAS SERVICE

17. Liability and Interruption of Gas Service

The Company does not guarantee its service against irregularities and interruption.

The Company shall be liable for the direct damages to Residential customer facilities caused by an interruption or irregularity which is solely caused by Company's gross negligence. The Company shall not be liable for damages caused by irregularities or interruptions to Commercial and Industrial customer facilities regardless of the reason for the outage. Company shall not be liable for consequential damages.

The Company shall not be liable for any damages which may result from its failure to deliver gas when such failure shall be due to the influence of valid curtailment or proration orders, rules and regulations promulgated by state or federal regulatory authorities, or is the result of an emergency.

When service is suspended for the purpose of making necessary repairs or changes in facilities, such suspension may be made without notice. The Company shall not be liable for any damages occasioned by such suspension of service.

The Company offers firm service and interruptible service, each subject to the availability of gas supply and curtailment to the extent required by the Company's pipeline suppliers and by regulatory agencies having jurisdiction, with applicable rates for each class depending upon location, volume and use of service.

The Company shall not be liable for any loss or damage due to any failure or delay in providing service under this tariff resulting from any cause beyond the Company's reasonable control including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of suppliers; equipment failure; fires; floods; epidemics; quarantine restrictions; severe weather; strikes or other labor disputes; embargoes; wars; sabotage; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local or municipal government, or any department thereof; or fuel, power, material or labor shortages.

Tariff #11 – Liability Provisions –Ameren IP (Illinois Gas) (Illinois)

View full tariff @ https://www2.ameren.com/ACMSContent/Rates/Rates_ipg5otstc.pdf

C. Liability

The Company will use reasonable diligence in furnishing uninterrupted and regular gas service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro rata reduction of the monthly charges.

The Company does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the Customer may sustain by reason of any failure or interruption of service, increase or decrease in pressure or change in character of gas supply, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall the Company be liable for any loss by Customer of production, revenues or profits or for any consequential damages whatsoever on account of any failure or interruption of service or increase or decrease in pressure or change in character of gas supply, nor shall the Company be liable for damages that may be incurred by the use of gas appliances or the presence of the Company's property on the Customer's Premises. Company is not responsible for or liable for damage to Customer's equipment or property caused by conditions not due to negligence of Company. The Company shall not be responsible or liable for any losses suffered due to the termination of service.

The Company shall not be responsible or liable for the failure of any other party to perform. Further, the Company is not liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's agent or other parties in connection with soliciting the Customer for third party supply or Delivery Service or performing any of the agent's functions in rendering third party supply or Delivery Service. In no event shall a Customer's agent be considered an agent on behalf of the Company.

The Company shall not be responsible nor liable for gas from and after the point at which it first passes to the pipes or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless Company from all claims for injury or damage to Persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all gas used on the Premises until notice of termination of service is received by the Company and Company shall have taken the final meter readings.

The Company will not be responsible for damages for any failure, interruption or backfeed of the supply of gas, increase or decrease in pressure, or change in characteristics of gas supply.

The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's Gas Service Schedule or other

agreements, or any other applicable rule, regulation, order or tariff.

The Company shall endeavor to provide service connections to new Customers within a reasonable time and to furnish continuous service to Customers attached to the Company's facilities.

Tariff #12 – Liability Provisions –OG&E (Oklahoma)

Attachment E-5

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. R-24

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

Sheet No. _____

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138

**RULES AND REGULATIONS
ELECTRIC**

3.02 Use of Electrical Energy

- A. Except in cases where the customer has a contract with Company for interchange of electrical energy or for reserve auxiliary service, no other electric light or power service shall be used by the customer on the same installation in conjunction with Company's service either by means of a throw-over switch or any other connections. Any violation of this Rule by the customer shall authorize Company to discontinue its service entirely and remove the service connections.
- B. Except as provided for in Section 3.02 (A) of this Rule, the customer shall not sell the electricity purchased from Company to any other customer, company, or person. Electricity supplied is for the personal use of the customer. The customer shall not deliver the electricity purchased from Company to any connection wherein such electricity is to be used off of customer's premises or used by persons over whom customer has no control. For violation of this Rule, Company may remove its meter(s) and discontinue service. Customers receiving electricity on retail rate tariffs shall not be permitted to submeter and resell electricity.

3.03 Indemnity to Company

The customer shall indemnify, save harmless, and defend Company against all claims, damages, costs, or expenses for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the distribution and use of electricity by the customer at or on the customer's side of the point of delivery.

3.04 Access to Customer's Premises

Access shall be given Company's duly authorized employees or agents to the customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, or removing all of its apparatus used in connection with supplying electric service. Company will restore the surface following any necessary excavations in executing its obligations to provide service, but is not responsible for the replacement of trees, shrubs, fences, etc. At the termination of any service agreement, Company shall be permitted access to remove all its properties from the customer's premises. Company shall have the right to enter upon the customer's premises to discontinue, cut off, and remove its electric service as soon as, and as often as, default shall be made by the customer which results in the termination of the Service Agreement. The customer shall be subject to and conform to such reasonable rules as Company may establish to govern the general use of the electricity it supplies.

3.05 Tapping of Company's Lines

No person other than a duly authorized representative of Company shall be authorized to tap or connect a service line to Company's electric supply lines.

Issued: April 14, 2004

Issued by: Dennis Williams, Regulatory Services

Effective: April 14, 2004

Attachment F

MOPSC

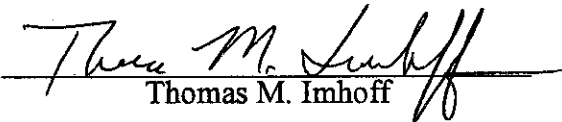
**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Laclede Gas Company's)	
Tariff Revision Designed to Clarify its)	
Liability for Damages Occuring on)	Case No. GT-2009-0056
Customer Piping and Equipment Beyond)	
the Company's Meter)	

AFFIDAVIT OF THOMAS M. IMHOFF

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

Thomas M. Imhoff, of lawful age, on oath states: that he participated in the preparation of the foregoing Staff Recommendation in memorandum form, to be presented in the above case; that the information in the Staff Recommendation was provided to him; that he has knowledge of the matters set forth in such Staff Recommendation; and that such matters are true to the best of his knowledge and belief.


Thomas M. Imhoff

Subscribed and sworn to before me this 19th day of November, 2008.



SUSAN L. SUNDERMEYER
My Commission Expires
September 21, 2010
Callaway County
Commission #06942086


Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Laclede Gas Company's)
Tariff Revision Designed to Clarify its)
Liability for Damages Occuring on)
Customer Piping and Equipment Beyond)
the Company's Meter)

Case No. GT-2009-0056

AFFIDAVIT OF ROBERT R. LEONBERGER

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

Robert R. Leonberger, of lawful age, on oath states: that he participated in the preparation of the foregoing Staff Recommendation in memorandum form, to be presented in the above case; that the information in the Staff Recommendation was provided to him; that he has knowledge of the matters set forth in such Staff Recommendation; and that such matters are true to the best of his knowledge and belief.


Robert R. Leonberger

Subscribed and sworn to before me this 19th day of November, 2008.



SUSAN L. SUNDERMEYER
My Commission Expires
September 21, 2010
Callaway County
Commission #06942086


Notary Public