

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

Staff of the Missouri Public Service Commission,	)	
	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. GC-2006-_____
	)	
Missouri Pipeline Company, LLC and	)	
Missouri Gas Company, LLC	)	
Respondents.	)	

**STAFF COMPLAINT CONCERNING TARIFF VIOLATIONS  
AND MOTION FOR EXPEDITED TREATMENT**

**COMES NOW** the Staff of the Missouri Public Service Commission (Staff) pursuant to Sections 386.240 and 386.390 RSMo 2000 and 4 CSR 240-2.070 and for its Complaint(s) in this case states:

**GENERAL ALLEGATIONS**

1. Missouri Pipeline Company, LLC (MPC) and Missouri Gas Company, LLC (MGC)(collectively “the Companies) are Delaware Limited Liability Corporations with their principal office and place of business located at 110 Algana Court, St. Peters, Missouri 63376.

2. MPC, MGC, United Pipeline Systems, Inc.(UPSI); Gateway Pipeline, LLC (Gateway); and Mogas Energy, LLC (Mogas) (collectively Respondents) were affiliated entities as that term is defined in 4 CSR 240-40.015. Omega Pipeline Company (Omega) has been sold, but at all times relevant to this investigation, Omega was an affiliate of MPC and MGC.

3. MPC and MGC are gas corporations, as defined by §386.020 (18), that provide natural gas transportation service to customers in Missouri under tariffs<sup>1</sup> approved by the

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<sup>1</sup> The tariffs of MPC and MGC are identical, except for names, in all respects relevant to this complaint. References to one tariff should be considered as references to both tariffs where the context requires.

Missouri Public Service Commission (Commission). MPC and MGC are therefore public utilities as defined by § 386.020 and are subject to the jurisdiction of the Commission, pursuant to § 386.250 and § 393.140.

4. Omega was and is a gas marketing entity providing natural gas services \*\* \_\_\_\_\_

\_\_\_\_\_. \*\* The service Omega provides to these customers requires MPC and MGC to transport natural gas to these customers.

5. \*\* \_\_\_\_\_

\_\_\_\_\_. \*\* MPC and MGC violated the Commission's affiliate gas marketing transactions rules in that Omega had access to MPC and MGC's operational and accounting information. 4 CSR 240-40-016 (2) (F), (G). Moreover, all these actions by MPC and MGC are in violation of their tariffs and have resulted in overcharges to non-affiliated shippers.

6. Commission Rule 4 CSR 240-2.070(1) provides, in part, that the Commission Staff has authority to file a Complaint through the General Counsel in connection with any violation of statute, rule, order or decision within the jurisdiction of the Commission.

7. The Staff has determined that Respondents MPC and MGC have violated a number of their filed and approved tariff provisions:

A. MPC and MGC have knowingly violated their tariffs and the Commission's affiliate transaction rule (4 CSR 240-40.016) by providing an affiliate, Omega, with operational and confidential customer accounting information in a discriminatory manner. P.S.C. MO. No. 3, Sheet no. 39, Paragraph 12.c; 4 CSR 240-40.016(F), (G).

B. MPC and MGC have provided transportation service to Omega without the written transportation agreement required by tariff. P.S.C. MO. No. 2, Sheet No. 4, Paragraph 1.c. (firm transportation); P.S.C. No. 3, Sheet No. 15, Paragraph 1.b. (interruptible transportation)

C. In violation of their tariffs, MPC and MGC charged non-affiliated customers higher rates than the lowest rate charged to an affiliate, Omega, without express Commission approval. P.S.C. MO. No. 3, Sheet No. 5, Paragraph 3.2.

D. MGC failed to file with the Commission Staff reports of discounts offered to customers and intentionally misreported these activities to the Commission Staff. Specifically, MGC failed to report \*\* \_\_\_\_\_

\_\_\_\_\_. \*\* The misreporting prevented non-affiliated transportation customers from determining that rate reductions given to affiliates were available to them under MPC/MGC's tariffs. P.S.C. MO. No. 3, Sheet 39, Paragraph 12.c; 4 CSR 240-40.016.

E. MGC paid for construction of a lateral line to serve Omega's customer, \*\* \_\_\_\_\_, \*\* without demanding reimbursement from either Omega or \*\* \_\_\_\_\_. \*\* This is discriminatory preference for Omega and for \*\* \_\_\_\_\_. \*\* P.S.C. MO. No. 3, Sheet 4, Paragraph 2; P.S.C. MO. No. 3, Sheet No. 39, Paragraph 12.a.

F. MPC and MGC have provided preferential billing and payment terms to their affiliate, Omega, in violation of their tariff provisions. P.S.C. MO. No. 3, Sheet No. 39, Paragraph 12.a.

## **COUNT I**

8. Staff incorporates paragraphs 1 through 7 as though fully set forth.

9. The general terms and conditions of MPC's and MGC's tariffs provide (P.S.C. No. 3, Sheet No. 39, Paragraph 12.c):

Operation of Rate Schedule in Conjunction with Marketing Affiliates.

- a. All terms and conditions contained herein shall be applied in a uniform and nondiscriminatory manner without regard to affiliation of any entity to Transporter.
- b. For efficiency purposes, Transporter occupies office space on the same floor as its affiliates, but maintains separate operational facilities and personnel. Operational and accounting information is confidentially maintained by Transporter.
- c. Transporter will submit to the Commission's Energy – Rates Staff once every three months, a list of all bids or offers Transporter quotes for transportation service rates for its pipeline where the bid is less than the Maximum Rate contained in this tariff for transporter's area. Transporter will provide the bid price quoted, the length of and the dates of all offerings, the name, address and telephone number of the party to whom the bid was given, any other terms of the bid and rate comparison sheet for all bids and offers for each month. For each such bid or offering, the Transporter will completely explain whether the entity being offered the rate is affiliated in any way with Transporter. If the entity is affiliated, transporter will completely explain such affiliation. Transporter will respond immediately to Staff inquiries concerning discounting.

10. MPC and MGC did not maintain separate operational facilities or personnel from its affiliated marketing entity, Omega. Mr. David Ries is the president of MPC, MGC, and at all relevant times was, also president of Omega. \*\* \_\_\_\_\_

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11. Mr. David (B.J.) Lodholz was, until recently, an MPC/MGC employee responsible for accounting services and oversight for MPC, MGC and Omega, and served as controller of Omega. Mr. Lodholz also kept the books and records related to the natural gas transportation service MPC and MGC provide to Omega, and was responsible for the cash management for Omega as well MPC and MGC. Mr. Lodholz is knowledgeable regarding the amounts recorded in account 234, Accounts Payable to Associated Companies related to Omega transactions.

Prayer for Relief

12. Wherefore, Staff asks the Commission to find that MPC and MGC have violated the terms of their tariffs and Commission rules by permitting Omega to use confidential customer information for each of Omega's contracts with customers served by MPC and MGC, and to authorize its General Counsel to seek penalties of \$2,000 for each such violation.

**COUNT II**

13. MPC's and MGC's tariffs require a written Transportation Agreement for each shipper (P.S.C. MO. No. 2, Sheet No. 4 Paragraph 1.c (firm transportation)):

1 . Availability

This Rate Schedule is available for natural gas transportation service performed by Missouri Pipeline Company (Transporter) under the provisions and guidelines of the Missouri Public Service Commission (MoPSC). Such transportation service shall be available for any Shipper.

a. which delivers or causes to be delivered gas to transporter on a uniform daily basis to the extent practicable for the term of the service for delivery by Transporter for the account of Shipper ; and

b. provided such transportation will not subject Transporter to regulation by the Federal Energy Regulatory Commission as a "natural gas company" as such

term is defined in the Natural Gas Act (15 U.S.C. 717 et seq.) ; and

*c. which has executed a Transportation Agreement wherein Transporter has agreed to transport natural gas for Shipper's account up to a specific maximum daily transportation volume. Such Transportation Agreement shall also be subject to the General Terms and Conditions on file with the MoPSC .” (emphasis added)*

14. MPC and MGC have provided natural gas transportation to their affiliate, Omega, without an executed written Transportation Agreement. Failure to execute a Transportation Agreement hides the actual transaction to make detection of irregularities difficult and less likely.

15. MPC and MGC provided transportation service without an executed Transportation Agreement for gas sold by Omega to:

- a. \*\* \_\_\_\_\_ \*\* for a period at least beginning in or around July, 2003 through February 1, 2005; and
- b. \*\* \_\_\_\_\_ \*\* for a period beginning in or around June, 2004 through February 1, 2005.

In violation of its tariff, MGC provided transportation service to an affiliated shipper without the required executed Transportation Agreement.

#### Prayer for Relief

16. Wherefore, Staff asks the Commission to find that MGC violated its tariff by transporting natural gas to Omega customers \*\* \_\_\_\_\_, \*\* and to authorize its General Counsel to seek penalties, pursuant to section 386.570, of \$2,000 per day for each day on which MGC unlawfully provided such transportation service.

#### COUNT III

17. MGC's tariff provides (P.S.C. MO. No. 3, Sheet No. 6 and Sheet No. 7):

### 3.2 Range of Rates.

b. For all Transportation Agreements entered into by Transporter with any affiliate of Transporter after the effective date of tariff sheets having a Date of Issue of January 18, 1995, in those instances in which the term of the Agreement is greater than three (3) months:

*(1) The lowest transportation rate charged to an affiliate shall be the maximum rate that can be charged to non-affiliates. Any renegotiation or other type of modification to the rates of any then-effective Transportation Agreement is to be considered an applicable Transportation Agreement for the purpose of setting this maximum rate for non-affiliates.*

*(2) Transporter will submit each such Transportation Agreement for Commission approval in those instances in which the rate offered to a non-affiliate is proposed to be greater than any rate offered to any affiliate.*

(3) Transporter will submit a rate comparison for all Transportation Agreements .

(4) Rate comparisons for compliance with these provisions will be calculated assuming a 25% load factor .

(5) These provisions will be applied to the Transporter's service area and the service area of Missouri Gas Company as separate entities and on a separate basis .

c. If at some point in time the Staff of the Commission determines that the provisions of Section 3.2(b) and Section 12(c) of the General Terms and Conditions are not effective in preventing rate discrimination to non-affiliates, after contacting Transporter, the Staff may file a notice to that effect with the Commission. As a consequence, on the date of such notice filing, said provisions will be terminated and at that point in time the following provisions will automatically replace Section 3.2(b) and Section 12(c) of the General Terms and Conditions with regard to all Transportation Agreements in effect at the time of Staff's filing of said notice with the Commission :

The transportation rate charged to any affiliate on the Transporter's pipeline pursuant to a Transportation Agreement for a term greater than three (3) months entered into after January 5, 1995 shall be the maximum rate which may be charged to non-affiliates. (emphasis added)

MPC and MGC charged non-affiliate customers higher rates than the rates charged to an

affiliated shipper, without express Commission approval, thereby overcharging non-affiliated shippers for transportation service.

18. On or around July 1, 2003, Omega was shipping gas to its customer, \*\* \_\_\_\_\_. \*\* MPC/MGC has reported revenues for the transportation of gas to \*\* \_\_\_\_\_. \*\* at a charge of \*\* \_\_\_\_\_ \*\* per Dt. and \*\* \_\_\_\_\_ \*\* per Dt. respectively with no related demand charge.

19. \*\* \_\_\_\_\_  
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\_\_\_\_\_. \*\* If MGC had applied the conditions contained in its tariffs, the maximum commodity rate for firm transportation service to all points (excluding Fort Leonard Wood) should have been reduced from \$0.9433 per Dt. to \*\* \_\_\_\_\_ \*\* per Dt. effective July 1, 2003 because of the natural gas transportation arrangement MGC provided to Omega. To state it another way, the moment MGC entered into a lower firm transportation rate with its affiliate, that rate became the maximum rate it could charge to any other customer on its system. In its second quarter 2003 report to Staff, contrary to section 12.c. of the General Terms and Conditions of its tariffs, MGC did not report or explain the discounted commodity rate related to the firm natural gas transportation service for \*\* \_\_\_\_\_ \*\* and its affiliate, Omega.

20. On or about February 1, 2005, MGC offered Omega a discounted commodity rate



for its firm transportation service for delivery \*\* \_\_\_\_\_ \*\* from its maximum commodity rate of \$0.55 per Dt to \*\* \_\_\_\_\_ \*\* per Dt. Omega had entered into a contract with \*\* \_\_\_\_\_  
\_\_\_\_\_. \*\* Mr. Ries was involved in the negotiation of the Omega contract with \*\* \_\_\_\_\_  
\_\_\_\_\_ \*\* as well as the determination of the commodity rate discount that MGC would offer to Omega for firm transportation to \*\* \_\_\_\_\_.

21. The arrangement negotiated by Mr. Ries results in Omega only remitting \*\* \_\_\_\_\_ \*\* per Dt. to MGC for transportation, while collecting \*\* \_\_\_\_\_ \*\* per Dt. from \*\* \_\_\_\_\_  
\_\_\_\_\_. \*\* Beginning February 1, 2005, had MGC's tariffs been followed, the maximum commodity rate for firm transportation to \*\* \_\_\_\_\_ \*\* should have been changed to \$.30 per Dt.

22. At this time Staff is uncertain as to whether the Omega transportation service provided to \*\* \_\_\_\_\_ \*\* is firm or interruptible. Assuming for purposes of this pleading that it is interruptible, beginning July 1, 2003, the maximum tariff rate for nonaffiliated interruptible service should be reduced on: 1) MPC from \$0.3036 per Dt. to \*\* \_\_\_\_\_ \*\* per Dt. and 2) MGC from \$1.3765 per Dt. to \*\* \_\_\_\_\_ \*\* per Dt by virtue of the transportation service MPC/MGC provided Omega for its \*\* \_\_\_\_\_ \*\* gas sales. If the \*\* \_\_\_\_\_  
\_\_\_\_\_ \*\* transportation is firm, then corresponding adjustments should be made to MPC's and MGC's firm transportation service rates.

#### Prayer for Relief

23. Wherefore, Staff asks the Commission to find that MPC and MGC has provided transportation service to its affiliate Omega; to find, beginning at the time such discounted service was first provided, that such discounted rate became the maximum rate that MPC and

MGC could charge any of its non-affiliated customers for similar service; to find that MPC and MGC have over-charged all such non-affiliated customers for the difference between the discounted rate provided to Omega and the rate charged to non-affiliated customers; to order MPC and MGC to refund all such overcharges; to reduce MPC's and MGC's current charges to conform the maximum rates that can be charged to non-affiliated shippers to the rates charged to Omega; and, to authorize its General Counsel, pursuant to section 386.570, to seek penalties for each such over-charge.

#### **COUNT IV**

24. MGC's tariff, P.S.C. MO. No. 3, Sheet No. 39, Paragraph 12.c, provides:

Operation of Rate Schedule in Conjunction with Marketing Affiliates.

- a. All terms and conditions contained herein shall be applied in a uniform and nondiscriminatory manner without regard to affiliation of any entity to Transporter.
- b. For efficiency purposes, Transporter occupies office space on the same floor as its affiliates, but maintains separate operational facilities and personnel. Operational and accounting information is confidentially maintained by Transporter.
- c. Transporter will submit to the Commission's Energy – Rates Staff once every three months, a list of all bids or offers Transporter quotes for transportation service rates for its pipeline where the bid is less than the Maximum Rate contained in this tariff for transporter's area. Transporter will provide the bid price quoted, the length of and the dates of all offerings, the name, address and telephone number of the party to whom the bid was given, any other terms of the bid and rate comparison sheet for all bids and offers for each month. For each such bid or offering, the Transporter will completely explain whether the entity being offered the rate is affiliated in any way with Transporter. If the entity is affiliated, transporter will completely explain such affiliation. Transporter will respond immediately to Staff inquiries concerning discounting.

25. MPC and MGC failed to report their offer to provide discounted transportation service to Omega in its second quarter and third quarter 2003 Reports to the Commission's Energy Staff.

26. MPC's and MGC's failure to report discounted rates provided to its affiliate prevented Staff from discovering tariff violations prior to its current investigation.

#### Prayer for Relief

27. Wherefore, Staff asks the Commission to find that MPC and MGC have violated their respective tariffs by failing to timely report discounts and offers of discounts, and to authorize its General Counsel, pursuant to section 386.570, to seek penalties for each such violation.

#### COUNT V

28. MGC's tariff (P.S.C. MO. No. 3, Sheet 4, Paragraph 2) provides:

The firm transportation service rendered hereunder is the transportation of natural gas up to the maximum daily volume set out in the Transportation Agreement, subject to the availability of capacity, the General Terms and Conditions, and the further provisions of the Transportation Agreement. Transporter is not obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

29. MGC's tariff, P.S.C. MO. 2, Sheet No. 31, Paragraph 6.e, also provides:

Shipper will reimburse Transporter or cause Transporter to be reimbursed for any and all costs and expenses incurred in constructing, establishing, or modifying the facilities required for receipt and/or delivery of gas hereunder. Upon request, an estimate shall be provided in writing to the Shipper with a breakdown showing at least the major cost components. Shipper shall be responsible for reimbursing Transporter for only the actual costs incurred by Transporter in constructing, establishing or modifying the facilities required for receipt and/or delivery of gas hereunder.

30. Omega contracted for, but MGC paid for and has recorded in its regulated books, construction of a lateral line to to connect \*\* \_\_\_\_\_ \*\* facility to the pipeline to provide transportation service.

#### Prayer for Relief

31. Wherefore, Staff asks the Commission to find that MGC constructed

\*\* \_\_\_\_\_ \*\* lateral to benefit its affiliate, Omega, and to direct MGC to exclude construction costs and depreciation expense from its regulated books of account; and to authorize its General Counsel, pursuant to section 386.570, to seek penalties for reporting amounts in their annual reports to the Commission.

#### **COUNT VI**

32. MPC's and MGC's tariffs, P.S.C. MO. No. 3, Sheet 39, Paragraph 12.a, specify that MPC and MGC will apply all terms and conditions in a uniform and nondiscriminatory manner without regard to affiliation of any entity to Transaporter.

33. In violation of its tariffs, MPC and MGC have not \*\* \_\_\_\_\_

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\_\_\_\_\_ \*\* failure to pay its bill by the twentieth day of the month following the month of transportation service delivery. MPC and MGC have not provided such billing arrangements for any other customer.

#### **Prayer for Relief**

34. Wherefore, Staff asks that the Commission find that MPC and MGC have violated their respective tariffs by providing preferential terms of payment to their affiliate Omega, and to authorize its General Counsel, pursuant to section 386.570, to seek penalties for each preferential billing or payment.

#### **II. Proposed Procedural Schedule**

35. Staff participated in the June 6, 2006, conference to discuss discovery matters and procedural schedules in Case No. GC-2006-0378. The only agreement reached in the conference

was that Fort Leonard Wood could receive copies of the material provided to the Staff by submitting a data request to the Company. At the present time, the last available hearing dates for this case to be heard this year are in October. The Company has indicated opposition to any procedural schedule that could accommodate those hearing dates.

36. During the conference, the Company indicated that it will provide the material sought through the Staff subpoena for the production of documents, seriatim, within a three month time frame. The subpoenas were issued in March. The Company has had ample time to respond to the Commission's subpoenas and the Company's request for an additional three months to respond to all document requests is unreasonable.

37. Additionally, the Company will not agree to make Mr. Ries available for deposition until the third week in July. While it may be possible to conduct the deposition of David (BJ) Lodholz the first week in July, the Company has not yet committed to appear for this deposition. Staff anticipates that discovery in the rate complaint will continue to be highly contentious.

38. As a result of discovery issues and discussions during the pre-hearing conference Staff has determined that bringing the above referenced matters in a separate complaint will expedite handling of these issues, while allowing a different time table to address discovery matters in the rate complaint case.

39. Staff will address the discovery issues necessary to process the prospective rate complaint case in subsequent filings.

40. Section 386.390(1) provides, among other things:

. . . that parties may present a Complaint before the Missouri Public Service Commission (Commission) regarding any act or omission committed by any person, corporation or public utility; that the Complaint may be based upon any alleged violation of any provision of law or of any rule or decision of the

Commission; and that “[c]omplaint may be made by the commission of its own motion ... by petition or complaint in writing, setting forth any act or thing done or omitted to be done by any corporation, person, or public utility, including any rule, regulation or charge heretofore established or fixed by or for any corporation, person, or public utility, in violation, or claimed to be in violation of any provision of law, or of any rule or order or decision of the commission;

41. Section 393.390.2 provides that “[a]ll matters upon which complaint may be founded may be joined in one hearing.” However there is no requirement that all matters be joined in a single hearing. Staff recommends that the matters addressed in this Complaint may be investigated and resolved separately from the earnings complaint

42. A separate proceeding will permit tariff violations and customer overcharges that are separate from prospective rate issues to be handled more expeditiously. Staff may pursue additional accounting irregularities, service quality, and reliability issues it discovers during review of MPC’s and MGC’s operations through separate complaints.

44. Staff proposes the Commission order the following procedural schedule to address for the issues raised in this complaint:

Event	Date
Staff Files Complaint	June 21, 2006
Secretary Serves A Copy Of The Complaint Upon MPC/MGC	June 22, 2006
Commission Sets Intervention Period and Orders the Company to Response to Staff’s Complaint	June 22, 2006
MPC/MGC Answers Complaint & Intervention Period Closes	July 21, 2006
Deposition of BJ Lodholz	July 5, 6, 7, 2006
Staff files its Direct Testimony and Schedules	July 31, 2006
MPC, MGC & Intervenors File Rebuttal Testimony & Schedules	September 15, 2006
Prehearing Conference	September 21-22, 2006
Staff Files Surrebuttal Testimony & Schedules and MPC, MGC and Intervenors File Cross-Surrebuttal	October 13, 2006
Staff Files List Of Issues & Order Of Issues For Evidentiary Hearing	October 16, 2006
Parties Submit Prehearing Briefs	October 20, 2006
Evidentiary Hearings	October 23-31, 2006

45. Staff asks that the Commission act as promptly as possible to proceed with this separate Complaint.

46. None of the issues in this case require the same level of detail and analysis as the issues in Case No. GC-2006-0378. Separate consideration of these tariff and overcharge issues will result in quicker resolution of these matters to the benefit of Missouri natural gas consumers.

WHEREFORE, the Staff requests the Commission open a different case for the issues raised above, serve a copy of this complaint on each of the Respondents; order each of them to answer the complaint; set an intervention period; order the proposed procedural schedule; and grant such other and further relief as the Commission deems appropriate under the circumstances.

Respectfully submitted,

/s/ Lera L. Shemwell

Lera L. Shemwell  
Senior Counsel  
Missouri Bar No. 43792

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#### **CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record this 21st day of June, 2006.

/s/ Lera L. Shemwell

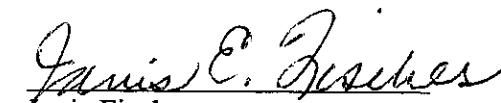
During Staff's investigation, I discovered an executed transportation agreement between Omega Pipeline Company (Omega) and MPC/MGC at a discounted commodity rate effective February 1, 2005. Omega began to provide natural gas to the Fort Leonard Wood facility again at this time. Omega had discontinued providing this service on approximately October 1, 2002. Mr. David Ries on behalf of MPC/MGC has indicated numerous times to the Staff that there were no transportation service contracts prior to the February 1, 2005 agreement between Omega and MPC/MGC. I learned during Staff's investigation, contrary to the representations from MPC/MGC, that certain customers were receiving natural gas and customer invoices from Omega that required transportation service from MPC/MGC prior to February 1, 2005.



At or about the same time, I learned from my analysis of the MPC/MGC revenues that volumes recorded for a municipal customer and Fort Leonard Wood exceeded the volumes reflected on the bills to these entities. In other words, MPC/MGC was showing that the customers were transporting more natural gas than was indicated on their bills. Copies of actual Omega invoices were provided to the Staff by certain customers. By comparing these invoices with the gas volumes reported to Staff by MPC/MGC to support their 2004-2005 transportation revenues, I learned that the transportation revenues attributed by MPC/MGC to Omega/Fort Leonard Wood and a municipal customer also included natural gas volumes transported for Omega to certain other customers. Omega was invoicing G-P Gypsum Corporation, Willard Asphalt Paving, Inc., and Emhart Glass Manufacturing, Inc. for natural gas delivered to their respective operations.

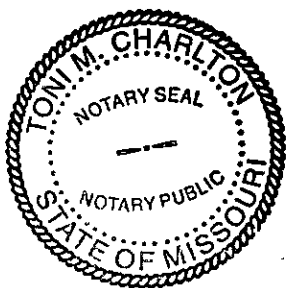
The factual allegations of the Staff's complaint attached hereto are true and correct to the best of my information, knowledge and belief.

Further, affiant sayeth not.

  
Janis Fischer

Subscribed and sworn before me by Janis Fischer, personally known to me, this 21<sup>st</sup> day of June, 2006.

  
NOTARY PUBLIC



TONI M. CHARLTON  
Notary Public - State of Missouri  
My Commission Expires December 28, 2008  
Cole County  
Commission #04474301