UNION ELECTRIC COMPANY
GAS SERVICE

Applying to MISSOURI SERVICE AREA

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RIDER A
PURCHASED GAS ADJUSTMENT CLAUSE

*** APPLICABILITY**

The Purchased Gas Adjustment (PGA) Clause applies to all sales and transportation services provided under all natural gas rate schedules and contracts, including sales to transportation customers. The PGA Clause will be implemented separately for each portion of the Company's service area to which natural gas is transported exclusively by a different interstate pipeline company (hereinafter identified from time to time by reference to "Panhandle Eastern", "Texas Eastern", and "Natural Gas Pipeline"). Effective November 1, 2007 the Company will consolidate and implement a single PGA for all of the Company's service areas. In addition, the Company's Rolla System (consisting of Owensville, Rolla and Salem service areas) has an incremental PGA. For purposes of this clause, the term "cost of gas" shall be as defined under Section I.B.

Any increase or decrease in any PGA factor, including the Actual Cost Adjustment (ACA) factor, resulting from the application of this Rider A, shall be applied prorata to customers' bills for service rendered on and after the effective date of the change. Bills which contain multiple PGA rate changes, including the ACA component of such rate changes, during a customer's billing period shall be prorated between the old and new rates in proportion to the number of days in the customer's billing period that such rates were in effect.

I. PURCHASED GAS COST ADJUSTMENT

A. Filing of the PGA
The Company shall be allowed to make up to four (4) PGA filings during each calendar year. One such filing will be effective in November of each year, but no more than one PGA filing shall become effective in any two consecutive calendar months unless specifically ordered by the Commission. Such PGA filings shall be made at least ten (10) business days prior to their effective dates.

All PGA filings shall be accompanied by detailed work-papers supporting the filing in an electronic format. Sufficient detail shall be provided so the level of hedging that is used to develop the gas supply commodity charge for the PGA factor can be determined.

B. Contents of PGA Filings - When proposing revisions to its filed PGA factors, the Company shall file PGA tariff sheets with the Commission for approval which consist of:

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* The Regular Purchased Gas Adjustment (RPGA) Factor - A ¢/Ccf factor to reflect the current estimate of the annualized cost of various natural gas services purchased by the Company, including but not limited to firm and interruptible gas supply, gathering services, firm and interruptible transportation service, storage services, gas price volatility mitigation instruments, including but not limited to, financial instruments, and any service which bundles or aggregates these various services.

The Actual Cost Adjustment (ACA) Factor - A ¢/Ccf factor to reflect the annual reconciliation of actual purchased gas and pipeline service costs with the actual recovery of such costs through the application of this Rider A. Revised ACA factors shall be filed with the PGA filing to be effective in November of each year.

In addition, in any PGA filing, the Company may include a rate adjustment, hereinafter referred to as the "PGA Filing Adjustment Factor (FAF), not to exceed five cents (5.0¢) per Ccf which is designed to refund to, or recover from customers any over or under recoveries of gas costs that have accumulated since the Company's last ACA filing.

For the purpose of the computations herein, the cost of gas recoverable through the RPGA and ACA shall include:

a) The cost of any liquid or gaseous hydrocarbons purchased for injection into the gas stream;

b) Gathering, transportation and storage costs related to such liquid or gaseous hydrocarbons;

c) Costs associated with mitigating price volatility in the Company's gas supply portfolio, including but not limited to, financial instruments; and

d) All other costs associated with the purchase, transportation and/or storage of natural gas under a rate, tariff or contract subject to regulation by the Federal Energy Regulatory Commission (FERC) or successor agency including, but not limited to, costs billed as take-or-pay and transition charges.

As used in this Rider, the following definitions shall apply:

"filing month" - the month in which a RPGA or ACA is determined by the Company and filed with the Commission;

"base period" - the first twelve (12) of the thirteen (13) months immediately preceding the filing month;

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"firm sales" - the sales associated with the Company's Residential, General Service, and Interruptible (Assurance Gas) rate classifications;

*II. **DETERMINATION OF REGULAR PURCHASED GAS ADJUSTMENT (RPGA)**
The RPGA will be determined in accordance with the following:

A. Commodity-Related Charges
The commodity-related charges shall include but not be limited to producer gas supply commodity charges, pipeline transmission and gathering commodity charges, expected costs or cost reductions to be realized for the entire applicable period, storage withdrawals, gas purchases under fixed-price contracts, and the Company's cost of gas price volatility mitigation instruments, including but not limited to, financial instruments, except for call options for which only cost reductions expected to be realized during the months covered by the Company's PGA filing shall be reflected. A commodity-related per unit ¢/Ccf factor shall determined by dividing commodity-related costs by total sales volumes during the base period.

* One hundred percent (100%) of Missouri Gas Company's commodity-related costs shall be excluded from the ~~Panhandle Eastern~~ PGA factor determination and included in the incremental PGA factor developed solely for the Company's Rolla System ~~service area~~. ~~formerly served under Aquila's Eastern System tariffs~~. The divisor for the commodity-related costs in the Panhandle Eastern ~~Panhandle Eastern~~ PGA factor prior to November 1, 2007 and in the single PGA factor on and after November 1, 2007, shall include the sales volumes of the customers located in the Rolla System ~~service area~~. ~~formerly served under Aquila's Eastern System tariffs.~~ The divisor for the commodity-related costs in the incremental PGA factor shall only include the sales volumes of the customers located in the Rolla System ~~service area~~. ~~formerly served under Aquila's Eastern System tariffs.~~

B. Demand-Related (Capacity, Reservation, Space, Deliverablity) Charges
For the purpose of the computations herein "demand-related" shall mean gas costs relating to fixed pipeline transportation and storage charges, fixed gas supply charges, and other FERC-authorized fixed charges.

1. Purchased Gas
For each natural gas supply purchased during the base period multiply the number of units of demand purchased during the base period by their respective charge(s) in effect on the first day of the filing month and divide by firm sales volumes during the base period.

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* One hundred percent (100%) of Missouri Gas Company's demand-related transportation costs shall be excluded from the ~~Panhandle Eastern~~ PGA factor determination and included in the incremental PGA factor developed solely for the Company's Rolla System ~~area~~. ~~formerly served under Aquila's Eastern System tariffs.~~ The divisor for the demand-related costs in the Panhandle Eastern ~~Panhandle Eastern~~ PGA factor prior to November 1, 2007 and for the single PGA factor on and after November 1, 2007 ~~,~~ shall include firm sales volumes of the customers located in the Rolla System ~~service area~~. ~~formerly served under Aquila's Eastern System tariffs.~~ The divisor for the demand-related costs in the incremental PGA factor shall only include firm sales volumes of the customers located in the Rolla System ~~service area~~. ~~formerly~~

C. Other Costs of Gas
The total amounts of any costs, different from those referred to above, associated with the supply, transportation and/or storage service of natural gas during the base period under a rate, tariff or contract subject to regulation by the FERC or successor agency, divided by total sales and/or transported volumes, as applicable, during the base period. These costs include, but are not limited to, costs billed as take-or-pay and transition charges.

D. Determination of Class RPGA Factors
The RPGA factor for the firm sales rate classifications of natural gas service shall be calculated by summing the factors determined in Sections II.A. through II.C. above.

The RPGA factor for the interruptible sales rate classification of natural gas service shall be calculated by summing the factors determined in Sections II.A., II.B.4., and II.C. above plus 1.25¢ per Ccf.

The RPGA factor for the transportation rate classification shall be as calculated in Section II.C. above.

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III. ACTUAL COST ADJUSTMENT (ACA) ACCOUNT:

* An ACA account shall be maintained for the Company's service area to which natural gas is transported exclusively by a different interstate pipeline company. Effective September 1, 2007 the Company will implement a single ACA for all the Company's service areas. In addition, a separate incremental ACA will be maintained for the Company's Rolla System. Said account shall be credited by the amount of any gas costs recovered through the action of this Rider in excess of actual gas costs incurred by the Company, and debited by the amount of any such recovered gas costs which is less than actual gas costs incurred by the Company. Such reconciliation of gas costs incurred and recovered shall be for the twelve (12) month period ending with August of each year, as defined herein.

* Such excess or deficiency in total gas cost recovery for each sales rate classification and transportation rate classification shall be determined by a monthly comparison of the actual cost of gas for each month, including the prior period's ACA balance to the gas cost revenues recovered for the corresponding revenue month.

1. Demand-related costs applicable to "Purchased Gas" supply service, "Purchased Seasonal/Peaking Storage" service, "Supplemental Gas" service and "Transportation" of peaking storage service shall be allocated to the firm sales rate classifications.

2. Demand-related costs applicable to pipeline "Transportation" service and "Purchased Balancing Storage" service shall be allocated to firm sales and interruptible sales rate classifications. The interruptible sales customers will be allocated a portion of such "Transportation" demand costs. The balance of demand costs will then be allocated to the firm sales rate classification.

* One hundred percent (100%) of Missouri Gas Company's demand-related transportation costs shall be excluded from the ~~Panhandle Eastern~~ ACA factor determination and included in the incremental ACA factor developed solely for the Company's Rolla System ~~service area~~. ~~formerly served under Aquila's Eastern System tariffs.~~

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*3. Commodity-related costs applicable to "Purchased Gas" supply service, "Purchased Seasonal/Peaking Storage" service, "Purchased Balancing Storage" service and "Transportation" service shall be allocated to each sales rate classification based on the ratio of each such classes' respective actual sales to the sum of total sales for the related revenue month.

* One hundred percent (100%) of Missouri Gas Company's Commodity-related costs shall be excluded from the ~~Panhandle Eastern~~ ACA factor determination and included in the incremental ACA factor developed solely for the Company's Rolla System

4. "Other Cost of Gas" incurred shall be allocated as applicable to each sales rate classification and transportation rate classification based on the ratio of each such classes' respective actual sales and transported volumes to the sum of such sales and transported volumes for the related revenue month.

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

The refund amount will be allocated to each firm sales, interruptible sales and transportation rate classification based upon the same allocation of such costs as calculated during the base period in Section II. herein.

*6. The total gas cost recovered each month shall be equal to the product of the billed Ccf of each rate classification times the sum of the applicable RPGA and ACA factors plus Rider B amounts. The RPGA factor will include, if applicable, the FAF factor.

7. For the ACA period ending with August of each year, the aggregate excess or deficiency in gas cost recovery as described above shall be accumulated to produce a cumulative balance of excess or deficiency of gas cost recovery by sales and transportation rate classifications. ACA factors shall be computed by dividing these cumulative balances by the estimated sales and transportation volumes during the subsequent twelve-month billing period of November - October, for each of the sales and transportation rate classifications. All actual ACA revenue recovered shall be debited or credited to the appropriate monthly balance of the ACA account.

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* The divisor for the Panhandle Eastern ~~Panhandle Eastern~~ ACA factor, shall include the estimated sales volumes of the customers located in the Rolla System ~~service area~~ prior to November 1, 2007 and the single PGA factor on and after November 1, 2007. ~~formerly served under Aquila's Eastern System tariffs.~~ The divisor for the incremental ACA factor shall only include the estimated sales volumes of the customers located in the Rolla System ~~service area~~. ~~ariffs.~~

*8. For each month during the ACA period and for each month thereafter interest, at a simple rate equal to the prime bank lending rate (as published in the Wall Street Journal on the first business day of the following month), minus two (2) percentage points (but not less than zero) shall be credited to customers for any over-recovery of gas costs or credited to the Company for any under-recovery of gas costs. Interest shall be computed based upon the average of the accumulated beginning and ending monthly ACA account balances. The Company shall maintain detailed work-papers that provide the interest calculation on a monthly basis.

*9. These ACA factors shall be rounded to the nearest 0.01¢/Ccf and applied to billings of each applicable sales and transportation rate classification, commencing in November of each year, and shall remain in effect until superseded by subsequent ACA factors calculated according to this provision.

Effective September 1, 2007, the Company will implement a single ACA.

The Company will take all reasonable actions to achieve de minimus ending balances for the September 1, 2006 through August 31, 2007 ACA period.

In the event any of the ACA balances reflect an underpayment by the sales customers that is not de minimus, that amount will be recovered through a bill surcharge. However, if any of the ACA balances reflect an overpayment, that amount shall be credited back to sales customers in a bill credit. The following levels will be considered de minimus:

a. PEPL - a balance of no more than $1 million,

b. TETCO - a balance of no more than $200,000; and

c. Natural Gas Pipeline Company of America (NGPL) - a balance of no more than $20,000.

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*10. The Company concurrently with its annual ACA filing, shall:

(a) Provide all documentation necessary to reconcile the Company's actual gas costs with its billed revenue. Provide all documentation of all natural gas purchases (commodity, demand or reservation charges or other charges) to support that the claimed costs are properly attributed to the ACA period and that the pipelines, natural gas suppliers, and any other vendors have charged or invoiced the Company for the volumes nominated and received at the proper rates.

(b) Provide all documentation to support decisions made at the time of the Company's natural gas supply planning, capacity planning, purchasing practices, and operating decisions for the ACA period.

(c) Provide documentation of the financial impact on customers of the Company's decisions regarding its gas supply, transportation and storage contracts.

(d) Provide copies of all contracts in effect at any time during the ACA period. Include copies of all contracts related to the procurement of natural gas including but not limited to transportation, storage, and supply contracts and all schedules and exhibits and letter agreements related to gas procurement, gas costs and/or gas constraints.

(e) The documentation provided shall include fully functioning electronic spreadsheets. The term "document(s)" includes publication of any format, workpapers, letters, memoranda, notes, reports, analyses, computer analyses, test results, studies or data, recordings, transcriptions and printed, typed electronic or written materials of every kind in Company's possession, custody or control or within Company's knowledge.

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RIDER B
PURCHASED GAS ADJUSTMENT TRANSITION MECHANISM

* The Company shall have a state-wide single Purchased Gas Adjustment (PGA) rate for all districts, beginning November 1, 2007. A PGA Transition Mechanism is being applied to balance historical price differentials in gas commodity costs between the systems in order to transition into a single PGA. The PGA Transition Mechanism is applied to bills for sales customers served by Panhandle Eastern Pipeline (PEPL), Texas Eastern Transmission Corporation (TETCO), and Natural Gas Pipeline of America (NGPL) pipelines as a charge or credit. PEPL customers will each receive a $0.50 per month credit on their bill. TETCO customers will each pay a $2.55 per month charge on their bill. NGPL customers will each pay a $0.00 per month charge on their bill. The PGA Transition Mechanism will continue until the Company receives approval by the Commission to change or terminate the PGA Transition Mechanism.

The PGA Transition Mechanism will be effective on and after November 1, 2007 in conjunction with the single PGA.

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II. Characteristics of Service Supplied

* Gas service is supplied by Company as natural gas or equivalent with a nominal heating content of 1000 BTU per cubic foot and at a pressure of approximately seven inches of water column. Gas service at pressures in excess of seven inches of water column may be supplied at the option of the Company. If a request for pressure by the customer in excess of seven inches of water column is approved by the Company, the excess facilities charge per Section V.-Installation of Service Pipe will apply and be billed to the customer upon completion of the installation.

*Indicates Change.

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III. General Provisions

* A. Application for Service

Any customer requesting gas service within Company's authorized service area will provide Company with appropriate information regarding the quantity and characteristics of the anticipated gas consumption and location of the premises to be served. Appropriate personal customer identification may be required at the request of the Company. When interruptible or transportation service is requested, a written agreement between customer and Company shall specify the gas service to be provided, the rate schedule applicable for such service and the minimum term during which service will be supplied by Company and consumed and paid for by customer. All gas service will be supplied subject to the provisions of the Company's tariffs applicable to the service requested and these Rules & Regulations, provided customer agrees to the use of the service supplied by Company for the minimum term specified in the tariff applicable to customer's gas service. Customers desiring gas service for periods less than the term specified in the applicable tariff may contract for such service under Company's applicable rate provided customer pays to Company in advance, the total cost of new or existing facilities, the total estimated cost of installation, connection, disconnection and removal of all facilities necessary for such service, less the estimated salvage value of any recoverable facilities.

The Company shall not be required to commence supplying service to a customer, or if commenced the Company may terminate such service, if at the time of application such customer or any member of his household (who have both received benefit from the previous service) is indebted to the Company for the same class of

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III. General Provisions (Cont'd.)

** service previously supplied at such premises or any other premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made.

* Application for firm system gas service to new General Service sales customers with an annual load exceeding 40,000 Ccf will be granted only if in the Company's sole judgement, sufficient gas supplies, storage availability and/or pipeline capacity exists.~~will be granted~~ ~~nt sufficient gas supplies,~~ ~~ity exists.~~ If one or more of these parameters are insufficient, customer, at Company's discretion, may be granted service subject to contract arrangements which address only operational and system constraints. Rates charged under such contract arrangements shall be the applicable rates approved by the MPSC and currently in effect. Residential customers are exempt from this condition. The Company shall immediately notify the MPSC Staff and the Office of the Public Counsel any time the Company exercises its discretion under this provision.

** B. Form of Service Provided

Company will normally supply only one class of service to an individual premise under a single customer application for service. Where more than one class of service is required by customer or the Company's tariffs, each class of service shall be metered and billed separately.

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* H. Penalty Charges from Interstate Pipelines:

If, on any day other than a Critical Day, Customers' excess usage of Company-supplied gas contributes to cause penalty charges from an interstate pipeline, the Company shall be reimbursed for the penalty charges incurred. The penalty charges shall include any penalty, storage, or other costs incurred by the Company or imposed on the Company by a pipeline as a result of any under or over delivery imbalance, daily, monthly or otherwise, caused by the Customer. To calculate the Customer's portion of any penalty charges, the Company shall first prorate such penalty charges between Company supplied gas Customers and gas transportation Customers as two groups.

The amount of the penalty charges allocated to the gas transportation Customers as a group shall then be allocated to individual transportation Customers. For purposes of this provision, the daily usage of a Customer without a daily recording device will be computed by dividing the Customer's total usage for the billing period by the number of days in the billing period. The Customer may be allocated that proportion of the transportation group's penalty charges equal to the amount the Customer's excess usage contributed to the creation of such charges as a percentage of the contribution of all transportation Customers to the creation of such charges.

The amount of the penalty charges allocated to the Company supplied gas Customers shall be paid by all Customers receiving gas supply from the Company.

The penalty charges shall be billed to the Customer in the billing period following the period the charges were incurred, and shall be in addition to all other applicable charges.

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*I. Request for Conversion Between Company Supplied Gas Service and Gas Transportation Service

Customers that have contracted with the Company to transport Customer owned gas may request to receive Company supplied gas (PGA gas), if eligible, pursuant to Company tariffs. In addition, Customers receiving Company supplied gas (PGA gas) may request to contract with the Company to transport customer owned gas, if eligible, pursuant to Company tariffs. Items governing a request for change of gas supply are as follows:

a. Requests for a change from transportation service to Company supplied gas service will be granted only if in the Company's sole judgment, sufficient gas supplies, storage availability and/or transportation capacity exists. If one or more of these parameters are insufficient, customer, at Company's discretion, may be granted a change of gas supply subject to contract arrangements which address only operational and system constraints. Rates charged under such contract arrangements shall be pursuant to the Company tariffs currently in effect.
b. Written notification for conversion between Company supplied gas service and gas transportation service must be received by the Managing Supervisor of End User Transportation, from the customer, prior to July 1 each year to be effective November 1 or a later date that is mutually agreeable between the Customer and Company.
c. Where a change of gas service is approved, customer shall remain on the requested gas supply service for a minimum of twelve (12) months.
d. If additional facilities or changes to existing customer facilities are required in order to receive requested service, customer shall reimburse Company for all costs prior to initiation of service

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V. Installation of Service Pipe (Con'd.)

E. Service Relocations

Company will, upon request, relocate customer's service pipe following the payment by customer of the service pipe charges indicated on Sheet No. 19, Miscellaneous Charges and any additional cost associated with disconnecting and removing the existing service pipe, as applicable.

* F. Excess Facilities Installations

Where customers request and Company agrees to provide facilities the Company does not normally provide during the course of business (excess facilities) customer shall be able to receive such non-standard facilities pursuant to this Section. Customers that request excess facilities shall pay a non-refundable contribution equal to 1.9 times the installation cost. This non-refundable contribution will cover the installation costs, ongoing operation and maintenance costs, replacement costs, and any removal costs associated with the facilities. A revenue test will not be used in the determination of the customers non-refundable contribution, nor will it be used as an offset to any amounts due as a non-refundable contribution.

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d. Whenever a gas meter is registering gas because of a leak in the meter, or in the union connection on the outlet side of the meter, or the connection between Company and customer piping, whichever is applicable, an estimate based upon the period of inaccuracy referred to above will be made of the registration which has been produced by the leakage and a corresponding credit will be allowed to customer. No credits shall be made because of the leakage or waste of gas from customer's piping and appliances beyond the applicable union or piping connection points described above.

e. "Average meter error" shall be determined in accordance with provisions set forth in rules of the Missouri Public Service Commission.

H. Minimum Billing Adjustment

No billing adjustment will be made where the amount of the adjustment is less than $1.00.

* I. Meter Relocations at Customer Request

Company will, upon request, relocate customer's meter following the payment by customer of the meter relocation charges indicated on Sheet No. 19, Miscellaneous Charges and any additional cost associated with disconnecting and removing the existing service pipe, as applicable.

*Indicates Change

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Name of Officer Title Address

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X. Deposit Practices (Cont'd.)

2. Deposit refunds - The credit of the residential customer will be established and the deposit and accrued interest, if any, will be refunded, or the guarantor released, upon satisfactory payment before the delinquency date of all undisputed charges for service for a period of twelve successive months, or customer has closed his account. The credit of the non-residential customer will be reviewed after three years and the deposit returned if in the opinion of the Company, the customer has established satisfactory credit. The Company may withhold refund of the deposit or release of the guarantor pending the resolution of a matter in dispute involving disconnection for nonpayment or unauthorized interference by the customer. The Company may apply all deposits subject to refund and accrued interest, if any, against undisputed utility charges provided the amount of the refund is identified and disclosed on the bill.

*3. Interest paid on deposits - Interest will be credited annually on all residential deposits. Interest will be either credited to the service account of the residential customer on an annual basis or paid upon the return of the deposit. Simple interest will be payable upon the return of a non-residential deposit held by the Company for six months or longer. Interest shall not accrue on any cash deposit after the date the deposit is applied to the customer's account, or Company has made a reasonable effort to return such deposit to the customer. The interest rate shall be 9.5% per annum through December 31, 2007. Effective January 1, 2008 and thereafter, interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the Wall Street Journal for the last business day of November of the preceding calendar year, plus one percentage point.

4. Final billed accounts - Upon discontinuance or termination, other than for a change of service address, the deposit, with accrued interest, will be credited to the final bill and the balance, if any, will be returned within twenty-one (21) days of the rendition of the final bill.

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XII. Curtailment of Service Schedule

A. Priorities of Service:

1. Purpose. The purpose of this rule is to establish the priority of service required to be provided by Company during periods of curtailments caused by natural gas supply deficiencies and/or pipeline capacity constraints.

2. Curtailment. During periods of natural gas supply deficiencies and/or capacity constraints on any part of the Company's distribution system, the Company will curtail or limit gas service to its customers on this part of the distribution system as provided in this rule. Curtailment may be initiated due to a supply deficiency, a limitation of pipeline capacity or a combination of both. For the purpose of this Rule, interruption of service to a particular customer due to the failure of the customer's transportation volumes to be delivered by the Company does not constitute curtailment under this Rule.

* 3. Priority Categories. Each customer's requirements shall be classified into priority categories. During periods in which the Company determines, in its sole discretion, that gas supply available to its system is, or will be, insufficient to meet Customer requirements the Company will endeavor to curtail or discontinue gas utility service in the following order of categorical steps, with curtailment to be directed and achieved whenever feasible in each step on a pro rata basis before proceeding to the next step. Curtailment will be terminated in reverse order as gas supplies permit. In extreme emergency, such as the loss of firm service from an interstate or intrastate pipeline or the loss of a critical transmission line segment on the Company's system, the Company may deviate from this plan. An interstate or instrastate pipeline issuing an Operational Flow Order (OFO) would not constitute as an extreme emergency. ~~or where an emergency involves an isolated segment of the Company's system, the Company may deviate from this plan~~.

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For a Sales Service Supply Deficiency or a Local Distribution System Capacity Deficiency:

Category 1: Interruptible Sales Service
Category 2: General Service Sales with Alternate Fuel Capability.
Category 3: General Service Sales, Assurance Gas Sales, Natural Gas Transportation and public schools.
Category 4: Sales service to residential customers, public housing authorities, hospitals, and other human needs customers receiving firm sales service from the Company.

* 4. Curtailment Notification. The Company shall provide advance notification to the Commission and the public prior to application of such Plan. Notice shall be provided to the customer once the Company receives such notice from the pipeline during pipeline capacity constraints. Notification will include the extent of emergency, the volumes required to be curtailed and the time by which curtailment must occur. Notice shall be given to affected customers in Categories 1, 2 and 3 above by phone, fax, electronic mail, or some other means, at the Company's option. Notice shall be given to all other affected customers via mass media (radio and television). The customer shall be deemed to have received notice for example if the telephone is not answered when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received. Each customer shall provide the Company with one or more contact persons and respective phone numbers for notification purposes.

**5. Failure to Comply with Curtailment. Any customer failing to comply with curtailment of service under the above terms will be charged ''Unauthorized Gas Use Charges'' per the provisions detailed in the Natural Gas Transportation Service tariff and Interruptible Service tariff. Transportation customers who are curtailed and who have gas volumes being transported to the

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Company's distribution system shall use best efforts to maintain deliveries to the Company until after the curtailment has ended. The non-pipeline penalty portion of the Unauthorized Gas Usage charges may be waived by the Company, at the Company's sole discretion, upon written request by the customer if the violation was incurred to protect public health and/or safety. ~~such charge results from unusual circumstances beyond the control of the customer~~. The customer's request must include the circumstances and cause of the excess consumption. This waiver shall become effective 20 days after the Company files a report with the Commission setting forth the circumstances and causes of the excess consumption, unless the Commission should otherwise order.

* B. Unauthorized Use Charges:

If during any period of curtailment, any customer (sales or transportation) who takes a volume of gas in excess of the curtailment period volumes authorized to be used by such customer, said excess volumes shall be considered ''unauthorized use''. The Company shall bill all excess volumes pursuant to the Unauthorized Use Charges, as set forth on the Company's transportation and interruptible service tariff sheets.

The payment for unauthorized use gas by a customer shall not, under any circumstances, be considered as giving the customer the right to continue to take unauthorized use gas, nor shall such payments be considered as a substitute for any other remedies available to the Company for failure of the customer to curtail the customer's service in compliance with the terms of this tariff.

* C. Relief from Liability:

The Company shall be relieved of all liabilities, penalties, charges, payments and claims and losses of whatever kind, contractual or otherwise, resulting from or arising out of the Company's failure to deliver all or any portion of the volumes of gas desired by a particular customer to the extent that such failure results from the curtailment/ implementation of the priority of service plan or curtailment procedures herein

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prescribed or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction. If continuity of fuel supply is required by the customer, the customer should install and maintain whatever stand-by fuel and fuel burning equipment that may be needed.

* D. Right to Purchase Gas Owned by Transportation Customers:

In the event that system integrity is threatened, the Company shall have the right to purchase the natural gas supplies owned by, or purchased on behalf of, any of its transportation customers to the extent the Company implements curtailment of natural gas service to customers pursuant to the Curtailment Plan described above and such gas is available for delivery to the Company under the terms of an existing transportation service contract. The Company's right to purchase gas owned by a customer shall be exercised by the Company only after the Company has exhausted reasonable efforts to obtain the necessary gas supplies from other sources and this right will be a part of the Transportation Contract with the Customer. Such right shall terminate once the gas supplies available to the company from other sources are sufficient to serve the needs of the customers in the other categories on whose behalf the purchase of customer-owned gas by the Company was made and the Company lifts the Critical Day Notice. The price to be paid by the Company for gas purchased under this provision shall be equal to the Customer's then current thermally equivalent cost of alternate fuel, or the then current price of gas as reported in the Platt's Gas Daily.

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*XV. Pilot Programs

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