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Missouri Public Service Commission

POST OFFICE BOX 360  
JEFFERSON CITY, MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.psc.state.mo.us>

October 19, 2000

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Secretary/Chief Regulatory Law Judge

DANA K. JOYCE  
General Counsel

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102

FILED<sup>3</sup>

OCT 19 2000

Missouri Public  
Service Commission

**RE: Case No. GR-2000-485**

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and eight (8) conformed copies of a **STIPULATION AND AGREEMENT**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

Robert V. Franson  
Assistant General Counsel  
(573) 751-6651  
(573) 751-9285 (Fax)

RVF:sw  
Enclosure  
cc: Counsel of Record

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

In the Matter of Southern Missouri Gas     )  
Company, L.P. for Authority to File Tariffs   )  
Increasing Rates for Gas Service            )  
Provided to Customers in the Company's     )  
Missouri Service Area.                        )

Case No. GR-2000-485

**FILED<sup>3</sup>**  
OCT 19 2000  
Missouri Public  
Service Commission

**STIPULATION AND AGREEMENT**

**I. Procedural History**

On February 8, 2000, Southern Missouri Gas Company L.P. ("SMGC" or "Company") submitted to the Commission tariffs reflecting increased rates for natural gas service provided to customers in the Missouri service area of the Company. The proposed tariffs were assigned tariff number 200000712 and had a requested effective date of March 9, 2000. The proposed tariffs are designed to produce an annual increase of approximately six percent (\$390,000) in the Company's revenues exclusive of applicable taxes.

By Order dated February 24, 2000, the Commission suspended the proposed tariffs for a period of 120 days plus an additional six months beyond the proposed effective date until January 4, 2001. The Commission further ordered how and when Company would notify customers of the hearings in this case. The Commission also specified the specific format and language of the notice to customers. In addition, the Order established a schedule for interventions, the prefiling of direct testimony and exhibits by Company and evidentiary hearings.

On February 29, 2000, SMGC filed two pleadings with the Commission. The first pleading was the Company's Motion to Expedite Partial Reconsideration of the Suspension Order and Notice

Issued on February 24, 2000. This Motion requested the Commission to reconsider its February 24, 2000 Order establishing a Procedural Schedule in light of the Company's Motion to Adopt Case Procedures Similar to the Small Rate Case Procedures Authorized by 4 CSR 240-2.200. The Second Motion sought to establish a procedure similar to the small company procedure set forth at 4 CSR 240-2.200. Company proposed that, in lieu of filing direct testimony, Staff (and Public Counsel if it chooses) would conduct an audit of Company. This audit was to be followed by a settlement conference among Company, Staff, Public Counsel ("OPC"), and any intervenors. If a settlement was not reached, SMGC agreed to withdraw its tariffs and re-file them within fourteen days, thereby initiating a standard general rate case.

The Staff of the Commission ("Staff") in a pleading filed on March 9, 2000, concurred in the Company's proposal. On March 10, 2000, OPC filed a Response indicating that OPC did not oppose adopting the Procedures set out in the Company's Motion and Staff's Recommendation. On March 21, 2000, the Commission issued its Order Granting Reconsideration And Modifying Suspension Order that largely adopted the proposed procedures. The Commission Order left the intervention deadline of March 17, 2000, intact and ordered the Company to notify customers of any hearings in the case. There has been no intervention by any other party.

On July 21, 2000, SMGC, Commission Staff and Public Counsel met to consider the results of the audit. As a result of discussions among the parties hereto, said signatories hereby submit to the Commission for its consideration and approval the following stipulations and agreements:

1. Rate Increase

Commencing with natural gas service provided on and after November 1, 2000,

SMGC should increase its annual Missouri revenues by \$390,000 (exclusive of license, occupation, franchise, gross receipts, or other similar fees or taxes). Sample tariff sheets to effectuate the \$390,000 rate increase are attached as Appendix A. Tariff sheets in conformance with these tariff sheets will be filed by SMGC to implement the rate increase upon approval of the Stipulation and Agreement, or as otherwise directed by the Commission. The parties agree that the rates contained in Appendix A are just and reasonable for natural gas service on and after the effective date of the respective tariff sheets.

2. Rate Design

The parties agree that the following rate design which is incorporated in Appendix A is just and reasonable and should be approved by the Commission:

Residential Services

Customer Charge	\$10.00 per month
Commodity Charge	\$ 0.3570 per Ccf

Optional Residential Service

Customer Charge	\$ 0.00
Commodity Charge	\$ 0.5280 per Ccf

Small General Service

Customer Charge	\$ 15.00 per month
Commodity Charge	\$ 0.3570 per Ccf

Large General Service (Minimum of 30,000 Ccf Annual Usage)\*

Customer Charge	\$ 50.00 per month
Commodity Charge	
Maximum	\$ 0.343 per Ccf
Minimum	\$ 0.086 per Ccf

Large Volume Service (Minimum of 150,000 Ccf Annual Usage)\*

Customer Charge	\$ 300.00 per month
Commodity Charge	
Maximum	\$ 0.334 per Ccf
Minimum	\$ 0.050 per Ccf

#### Transportation Service

Customer Charge	\$ 300.00 per month
Transportation Charge	
Maximum	\$ 0.334 per Ccf
Minimum	\$ 0.033 per Ccf

### 3. Creation of Large General Service Class And Increases In Minimum Rates

The parties agree that SMGC shall establish a Large General Service class by the effective date of tariffs filed herein in this case which will be available to customers that have a minimum of 30,000 Ccfs usage per year. In addition, the parties further agree that SMGC's Large Volume Service class should be available to customers that have a minimum of 150,000 Ccfs usage per year. The parties also recommend that the minimum rates for the Large General Service Class and the Large Volume Service Class should be increased to \$0.086 and \$0.050 per Ccf, respectively, as noted in the preceding paragraph.

### 4. Pressure Factor

The parties recommend that the Company's existing policy related to the calculation of a Pressure Factor that is designed to assure correct measurement be continued and described in its tariff. However, the Commission Staff and Public Counsel reserve the right to assert a different position with regard to continuation of the use of a pressure factor in any future proceeding.

### 5. Clean-Up of Typographical Errors in Tariffs

The parties also wish to inform the Commission that the sample tariffs contained in Appendix A contain non-substantive revisions which are merely intended to correct typographic or other non-

substantive errors in SMGC's existing tariffs.

6. Staff's Rights

The Staff shall file suggestions or a memorandum in support of this Stipulation and Agreement and the other Parties shall have the right to file responsive suggestions.

The Staff also shall have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, provide the other parties with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from the Staff. The Staff's oral explanation shall be subject to public disclosures, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any Protective Order issued in this case.

7. No Acquiescence

None of the signatories to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any question of Commission authority, accounting authority order principle, cost of capital methodology, capital structure, ratemaking principle, valuation methodology, cost of service methodology or determination, depreciation principle or method, rate design methodology, cost allocation, or cost recovery, that may underlie this Stipulation and Agreement, or for which provision is made in this Stipulation and Agreement.

8. Negotiated Settlement

This Stipulation and Agreement represents a negotiated settlement. Except as specified herein, the signatories to this Stipulation and Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation and Agreement: (a) in any future proceeding; (b) in any

proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation and Agreement in the instant proceeding.

9. Provisions Are Interdependent

The provisions of this Stipulation and Agreement have resulted from negotiations among the signatories and are interdependent. In the event that the Commission does not approve and adopt the terms of this Stipulation and Agreement in total, it shall be void and no party hereto shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof.

10. Approval of Stipulation and Agreement

The parties respectfully request that the Commission approve this Stipulation and Agreement no later than October 26, 2000, or as soon thereafter as possible. The Company requests that the tariffs be made effective on November 4, 2000. In order to expedite the processing of this matter, the Company also hereby waives the traditional ten (10) period between the date of issue and the effective date of the Order Approving Stipulation and Agreement, and also requests that its tariffs be made effective on less than ten (10) days notice in order to permit the Company to charge the new rates in its November billing cycle.

Respectfully submitted,

*James M. Fischer by R/V*

James M. Fischer Mo. Bar No. 27543

FISCHER & DORITY, P.C.

101 Madison Street, Suite 400

Jefferson City, Missouri 65101

Telephone: (573) 636-6758

Fax: (573) 636-0383

Email: [jfischerpc@aol.com](mailto:jfischerpc@aol.com)

ATTORNEYS FOR  
SOUTHERN MISSOURI GAS COMPANY, L.P.

*Robert V. Franson*

Thomas R. Schwarz

Deputy General Counsel

Mo. Bar No. 29645

Robert Franson

Assistant General Counsel

Mo. Bar No. 34643

Missouri Public Service Commission

P.O. Box 360

Jefferson City MO 65102

Telephone: (573) 751-6651

Fax: (573) 751-9285

[tschwarz@mail.state.mo.us](mailto:tschwarz@mail.state.mo.us)

[rfranson@mail.state.mo.us](mailto:rfranson@mail.state.mo.us)

ATTORNEYS FOR STAFF

*Douglas E. Micheel by R/D*

Douglas E. Micheel

Senior Counsel

Mo. Bar No. 38371

Office of the Public Counsel

P.O. Box 7800

Jefferson City, MO 65102

Telephone: (573) 751-5560

Fax: (573) 751-5562

Email: [dmicheel@mail.state.mo.us](mailto:dmicheel@mail.state.mo.us)

ATTORNEY FOR OFFICE OF  
THE PUBLIC COUNSEL



### **Certificate of Service**

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 19<sup>th</sup> day of October, 2000.

Robert V. Franson

**Service List for**  
**Case No. GR-2000-485**  
**Revised: October 19, 2000 (SW)**

Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102

James M. Fischer  
Fischer & Dority, P.C.  
101 Madison Street, Suite 400  
Jefferson City, MO 65101

FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 1

Cancelling P.S.C. MO

No. 1

1st (revised)

(original)

Sheet No. 1

(revised)

All Communities and Rural Areas

Southern Missouri Gas Company, L.P.For Receiving Natural Gas Service

Name of Issuing Corporation

Community, Town or City

**GENERAL SERVICE (GS)**

Availability - This rate schedule is available for all firm gas service rendered by the Company, including space heating service.

Rate - The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:

Residential Service

Customer Charge	\$	10.00	per month
Commodity Charge	\$	.357	per Ccf

General Service

Customer Charge	\$	15.00	per month
Commodity Charge	\$	.357	per Ccf

Minimum Monthly Charge - The Customer Charge.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

Billing of License, Occupation, Franchise or Other Similar Charges or Taxes - See Original Sheet No. 19.

Purchased Gas Adjustment - The rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause ("PGA") contained on Sheet Nos. 20 through 27.

DATE OF ISSUE February 8, 2000  
month day year

DATE EFFECTIVE \_\_\_\_\_  
month day year

ISSUE BY Tom M. Taylor  
name of officer

President  
title

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

FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 1.1

Cancelling P.S.C. MO

No. 11<sup>st</sup> (revised)

(original)

Sheet No. 1.1

(revised)

Southern Missouri Gas Company, L.P.

Name of Issuing Corporation

For

All Communities and Rural Areas

Receiving Natural Gas Service

Community, Town or City

**OPTIONAL GENERAL SERVICE (OGS)**

Availability - This rate schedule is available for all residential customers who use natural gas as their sole source of heat and do not take service under the General Service (GS) tariff. It is an optional service available in lieu of service under the General Service rate. It is designed for those residential customers who do not desire to pay a monthly customer charge. In order to qualify for this optional general service, the customer must agree to maintain this service for a minimum of one (1) year.

Rates - The monthly charge shall consist solely of a charge for gas used as set forth below:

Residential Service

Customer Charge	\$ 0.000	per month
Commodity Charge	\$ .528	per Ccf

Minimum Monthly Charge - None.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

Billing of License, Occupation, Franchise or Other Similar Charges or Taxes - See Original Sheet No. 19.

Purchased Gas Adjustment - The rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on Sheet Nos. 20 through 27.

DATE OF ISSUE February 8, 2000  
month day year

DATE EFFECTIVE \_\_\_\_\_  
month day year

ISSUE BY Tom M. Taylor  
name of officer

President  
title

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

FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 1.2

Cancelling P.S.C. MO

No. \_\_\_\_\_

(revised)

(original)

Sheet No. \_\_\_\_\_

(revised)

All Communities and Rural Areas

Southern Missouri Gas Company, L.P.For Receiving Natural Gas Service

Name of Issuing Corporation

Community, Town or City

**LARGE GENERAL SERVICE (LGS)**

Availability - Service under this rate schedule is available for qualifying firm gas users. Service under this rate is available to customers for a minimum term of one year with an annual usage equal to, or greater than 30,000 Ccfs.

Rates - The monthly charge shall consist of a customer charge, and a commodity charge as set forth below:

Customer Charge - per month \$ 50.00

Maximum Commodity Charge - for all Ccf's used during the month -  
per Ccf \$ 0.343

Minimum Commodity Charge - for all Ccf's used during the month -  
per Ccf \$ 0.086

Minimum Monthly Charge - The Customer Charge.

The Company may from time to time at its sole discretion reduce its maximum commodity charge for service by any amount down to the minimum commodity charge for customers who have alternative energy sources, which on an equivalent Btu basis, can be shown to be less than the sum of the Company's maximum rate and the cost of gas reflected in the Purchased Gas Adjustment "PGA" factor. Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to reestablish service to a previous customer or to acquire new customers.

Purchased Gas Adjustment - The rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on Sheets Nos. 20 through 27.

DATE OF ISSUE February 8, 2000  
month day year

DATE EFFECTIVE \_\_\_\_\_  
month day year

ISSUE BY Tom M. Taylor  
name of officer

President  
title

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

FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 2

Cancelling P.S.C. MO

No. 1

1st (revised)

(original)

Sheet No. 2

(revised)

Southern Missouri Gas Company, L.P.

Name of Issuing Corporation

For All Communities and Rural AreasReceiving Natural Gas Service

Community, Town or City

**LARGE VOLUME SERVICE (LVS)**

Availability - Service under this rate schedule is available for qualifying firm gas users. Service under this rate schedule is available to customers contracting for a minimum term of one year with an annual usage equal to, or greater than 150,000 Ccfs.

Rates - The monthly charge shall consist of a customer charge, and a commodity charge as set forth below:

Customer Charge - per month	\$ 300.00
Maximum Commodity Charge - for all Ccf's used per month - per Ccf	\$ .334
Minimum Commodity Charge - for all Ccf's used per month - per Ccf	\$ 0.050

Minimum Monthly Charge - The Customer Charge.

The Company may from time to time at its sole discretion reduce its maximum commodity charge for service by any amount down to the minimum commodity charge for customers who have alternative energy sources, which on an equivalent Btu basis, can be shown to be less than the sum of the Company's maximum rate and the cost of gas reflected in the Purchased Gas Adjustment "PGA" factor. Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to reestablish service to a previous customer or to acquire new customers.

Purchased Gas Adjustment - The rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on Sheets Nos. 20 through 27.

DATE OF ISSUE February 8, 2000  
month day year

DATE EFFECTIVE \_\_\_\_\_  
month day year

ISSUE BY Tom M. Taylor  
name of officer

President  
title

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

FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 6

Cancelling P.S.C. MO

No. 1

1st (revised)

(original)

Sheet No. 6

(revised)

Southern Missouri Gas Company, L.P.

Name of Issuing Corporation

For All Communities and Rural AreasReceiving Natural Gas Service

Community, Town or City

**TRANSPORTATION SERVICE**Availability

Natural Gas Transportation Service is available under Transportation Contract with Company to firm customers having requirements in excess of 35,000 Ccfs in any one month of a twelve month period. Such transportation service is subject to interruption or curtailment as further explained in the Character of Service section below. Volumes transported pursuant to this tariff shall be included in the requirements provided for in Company's natural gas sales contract with the customer ("transporter").

Net Monthly BillIndustrial

Customer Charge per month (Exclusive  
of any consumption)

\$ 300.00

All Gas Delivered to Transporter  
Per Ccf:

MaximumMinimum

Transportation Charge

\$ 0.334

\$ .033

Other Charges

\$ 0.000

\$ .000

Total Cost Per Ccf

\$ 0.334

\$ .033

Billing shall also include any other charges incurred, and any transmission and distribution losses incurred by Company from other parties for the transportation of the gas to the transporter including, but not limited to, supplier transportation and gathering charges, overrun penalties, take or pay costs, balancing charges, and any governmental fees or taxes incurred by Company on behalf of the transporter.

In addition, any customers electing to transport natural gas under this rate schedule shall be responsible for payment of an allocated pro rata share, as specified in the Purchased Gas Adjustment Clause (Sheet Nos. 20-27), of any demand, reservation, take or pay, or gas inventory charge, or any similar charge levied by Company's supplier(s) that are a direct result of Company maintaining its

DATE OF ISSUE February 8, 2000  
month day year

DATE EFFECTIVE \_\_\_\_\_  
month day year

ISSUE BY Tom M. Taylor  
name of officer

President  
title

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address

FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 9

Cancelling P.S.C. MO

No. 1

1st (revised)

(original)

Sheet No. 9

(revised)

All Communities and Rural Areas

Southern Missouri Gas Company, L.P.For Receiving Natural Gas Service

Name of Issuing Corporation

Community, Town or City

**TRANSPORTATION SERVICE (cont.)**Terms and Conditions

Service hereunder is subject to the Company's applicable rate schedule, and the contract thereunder. The term of service hereunder shall be the same as the remaining term of transporter's sales and transportation contract with Company, provided that the Company reserves the right to discontinue transportation service as set forth herein, and provided further that service shall terminate at such earlier date as transportation service ceases to be available from the interstate or intrastate pipeline company.

Conditions of Receipt and Delivery

(1) Transporter will provide for the delivery of volumes of natural gas to be transported to a mutually agreeable location on the Company's system which serves transporter's premises, and the Company shall deliver said volumes of gas to the outlet side of the Company's meters at transporter's premises. The Company agrees to deliver to transporter at the point of delivery a quantity of gas equal to the quantity received at the point of receipt, less fuel usage and/or unaccounted-for line losses as estimated by the Company for the most recent twelve month period ending August. Gas transported hereunder shall be delivered to Company in the State of Missouri and shall ultimately be consumed by transporter in the state of Missouri. Gas delivered hereunder shall not be resold by transporter.

(2) The transporter and Company shall, by mutual agreement, establish the date of commencement of receipt and delivery of gas hereunder.

(3) Any gas introduced into the system by a transporter, must have the same Btu value as that of the Company average.

(4) Balancing. To the maximum extent possible, transporter shall maintain monthly balancing of transportation receipts and deliveries. Despite the best efforts of transporter to keep receipts and deliveries in balance, any imbalance, which does occur, however, shall be subject to the terms and conditions of this Section. During periods when the gas supply pipeline (Williams) requires daily balancing, the following Daily Imbalance Fee is in effect for transportation customers.

<u>Amount of Imbalance</u>		<u>Fee</u>	
Level 1	<2% or 10 Ccfs	\$ <u>0</u>	<u>Per Ccfs</u>
Level 2	>2% to 6%	\$ <u>2.50</u>	<u>Per Ccfs</u>
Level 3	>6% to 10%	\$ <u>5.00</u>	<u>Per Ccfs</u>
Level 4	>10% to 15%	\$ <u>7.50</u>	<u>Per Ccfs</u>
Level 5	>15%	\$ <u>10.00</u>	<u>Per Ccfs</u>

DATE OF ISSUE February 8, 2000  
month day yearDATE EFFECTIVE \_\_\_\_\_  
month day yearISSUE BY Tom M. Taylor  
name of officerPresident  
title8801 S. Yale, Ste. 385, Tulsa, OK 74137  
address



FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 28

Cancelling P.S.C. MO

No. 1

1st (revised)

(original)

Sheet No. 28

(revised)

All Communities and Rural Areas

Southern Missouri Gas Company, L.P.For Receiving Natural Gas Service

Name of Issuing Corporation

Community, Town or City

## GENERAL ITEMS

Effective with the effective date of this tariff sheet, charges for reconnection of service as described in Rule No. 14, Page 53 of this tariff, shall be as follows:

- (1) Residential customer - \$30.00 (\$75.00 if less than 12 months since last reconnection)
  - (2) Commercial or industrial customer, the greater of:
    - (a) The applicable charge set out in (1) above; or
    - (b) A charge that is equal to the actual labor and material costs that are incurred to complete the disconnection and the reconnection of service. Upon request, a breakdown of these estimated costs will be provided to the customer.
  - (3) Residential, commercial or industrial customer whose service pipe was disconnected and/or whose meter was removed by reason of fraudulent use or tampering, the greater of:
    - (a) The applicable charge set out in (1) or (2) above; or
    - (b) A charge that is equal to the actual labor and material costs that are incurred in the removal of the meter or disconnection of the service pipe and the reinstallation of the meter or service pipe.
  - (4) Residential, commercial, or industrial customers who experience natural catastrophes as the result of flood, earthquake or tornado will be exempt from charges for disconnect/ reconnection of service described in (1) above. It is the responsibility of the customer to notify the company to ensure the exemption is applied.
  - (5) If the service shall have been discontinued for any of the reasons set forth in these rules and regulations, the following conditions shall be complied with and a reconnection charge shall be paid before restoration of service:
    - (a) The violation of the rules and regulations must be corrected.
    - (b) Full payment or satisfactory arrangements for the payment of all bills for service at present or previous locations then due must be made.
    - (c) A satisfactory guarantee of payment of all future bills shall be furnished.
    - (d) Any dangerous condition must be corrected.
    - (e) All bills for service due, including estimated amounts due Company by reasons of fraudulent use or tampering, must be paid.
- At all times, a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made not later than the next working day following the day requested by the customer.
- (6) When reconnection of service is requested by the same customer on the same premises within 12 months after service has been discontinued at the request of such customer, a reconnection charge shall be made.

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name of officerPresident  
title8801 S. Yale, Ste. 385, Tulsa, OK 74137  
address

FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 29

Cancelling P.S.C. MO

No. 1

1st (revised)

(original)

Sheet No. 29

(revised)

All Communities and Rural Areas

Southern Missouri Gas Company, L.P.

For Receiving Natural Gas Service

Name of Issuing Corporation

Community, Town or City

### GENERAL ITEMS

#### SPECIAL METER READING CHARGE

Effective with the effective date of this tariff sheet, charges for a customer-requested special meter reading by appointment as described in Rule No. 30, Page 68, of this tariff shall be as follows:

#### Special Meter Reading Charge -

- |    |                     |         |
|----|---------------------|---------|
| 1) | At customer request | \$ 8.00 |
| 2) | Due to non-access   | \$ 8.00 |

DATE OF ISSUE February 8, 2000  
month day year

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month day year

ISSUE BY Tom M. Taylor  
name of officer

President  
title

8801 S. Yale, Ste. 385, Tulsa, OK 74137  
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FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 31

Cancelling P.S.C. MO

No. 1

1st (revised)

(original)

Sheet No. 31

(revised)

All Communities and Rural Areas

Southern Missouri Gas Company, L.P.

For Receiving Natural Gas Service

Name of Issuing Corporation

Community, Town or City

## RULES AND REGULATIONS

### (1) Definitions

Company. The word "Company" as used herein means the Southern Missouri Gas Company, L.P. acting through its duly authorized officers, employees or other agents within the scope of their regular duties.

Customer. Any individual, firm, partnership, association, corporation, municipality, governmental agency or similar organization supplied with gas service by the Company at any single specified location.

Gas Service. The availability of gas at delivery characteristics, irrespective of whether any gas is actually used.

Gas Main. The term "Main" shall mean a gas pipe, owned, operated and maintained by the Company but does not include "gas service pipes."

Gas Service Facilities. The facilities joining the gas main to the point of delivery. These facilities include:

- (a) Gas Service Pipe
- (b) Gas Meter
- (c) Gas Regulator

Gas Service Pipe. The piping, including valves and fittings, joining the gas main to the inlet of the gas meter, but exclusive of gas regulators.

Gas Meter. The meter, or meters, together with any required auxiliary devices installed to measure the quantity of gas delivered to any individual customer at a single point of delivery.

Gas Regulator. The regulator, or regulators, if required, together with any auxiliary devices, installed to reduce or regulate the pressure of gas delivered to any individual customer.

Load. The amount of gas delivered or required at any specific point or points on a system; load originates primarily at the gas consuming equipment of the customer.

DATE OF ISSUE February 8, 2000  
month day year

DATE EFFECTIVE \_\_\_\_\_  
month day year

ISSUE BY Tom M. Taylor  
name of officer

President  
title

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

FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 32

Cancelling P.S.C. MO

No. 1

1st (revised)

(original)

(revised)

Sheet No. 32

Southern Missouri Gas Company, L.P.

Name of Issuing Corporation

For All Communities and Rural Areas

Receiving Natural Gas Service

Community, Town or City

#### RULES AND REGULATIONS (cont.)

(1) Definitions (continued)

Point of Delivery. The point at which the Company's piping extending from the outlet of the gas meter is joined to the piping forming part of the customer's installation. The point of delivery generally shall be located within three feet of the meter outlet.

Customer's Installation. All piping, fixtures, valves, appliances and apparatus of any kind or nature on the customer's side of the point of delivery, useful in connection with the customer's ability to take gas service.

Customer Extension. Any branch from, or continuation of, existing facilities to the point of delivery to the customer, including increases of capacity of any of the Company's facilities, or the changing of any facilities to meet customer's requirements, and including all mains, service pipe, pressure regulators and meters.

Load Factor. The ratio of the average requirement to the maximum requirements for the same time period.

(2) General

The Company shall furnish service under its Rate Schedules and these Rules and Regulations as authorized by Public Service Commission of the State of Missouri. Copies of these as filed are available at the offices of the Company.

These Rules and Regulations shall govern except as modified by special terms and conditions of the individual rates or written contracts.

Certain classes of customers may qualify for service under more than one rate schedule. The availability of rates and the conditions under which they are applicable are set forth in the rate schedules of the Company.

Unless otherwise specifically provided in any applicable rate or in a contract between the customer and the utility, the term of any agreement shall commence on the day the customers' installation is connected to the Company's service for the purpose of taking gas and shall continue thereafter until cancelled by either party.

DATE OF ISSUE February 8, 2000  
month day year

DATE EFFECTIVE \_\_\_\_\_  
month day year

ISSUE BY Tom M. Taylor  
name of officer

President  
title

8801 S. Yale, Ste. 385, Tulsa, OK 74137  
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FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 33

Cancelling P.S.C. MO

No. 1

1st (revised)

(original)

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Sheet No. 33

Southern Missouri Gas Company, L.P.

Name of Issuing Corporation

For All Communities and Rural Areas

Receiving Natural Gas Service

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#### **RULES AND REGULATIONS (cont.)**

(1) Definitions (continued)

Point of Delivery. The point at which the Company's piping extending from the outlet of the gas meter is joined to the piping forming part of the customer's installation. The point of delivery generally shall be located within three feet of the meter outlet.

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FORM NO. 13 P.S.C.

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Sheet No. 34

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Sheet No. 34

Southern Missouri Gas Company, L.P.

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#### RULES AND REGULATIONS (cont.)

(1) Definitions (continued)

Point of Delivery. The point at which the Company's piping extending from the outlet of the gas meter is joined to the piping forming part of the customer's installation. The point of delivery generally shall be located within three feet of the meter outlet.

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FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 40

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Southern Missouri Gas Company, L.P.

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**RULES AND REGULATIONS (cont.)****(7) Metering for Billing and Pressure Factor Correction**

(a) If the Company owns and installs more than one metered supply, except for the convenience of Company, on the customer premises, the rate for service furnished through each metered supply shall be determined as if such service were rendered to a separate customer.

(b) At the time of billing a customer for gas used during a billing cycle, the Company shall correct for the delivery of natural gas at elevated delivery pressures above local atmospheric pressure. This correction shall be made by multiplying the net units of gas shown on the meter to have been consumed during the billing cycle by a pressure factor. This pressure factor will be clearly shown on the customer's bill and shall be determined by the formula:

$$\frac{P_z + P_d}{P_{std}} = \text{Pressure Factor}$$

For the Company,  $P_z$  is the average local atmospheric zone pressure of approximately 14.4 psi, and  $P_d$  is the elevated delivery pressure used by the Company for normal deliveries (approximately 10 inches of water = .361 psig).  $P_{std}$  is the standard atmospheric pressure = 14.65 psi. Therefore, the Pressure Factor typically used by the Company will be:

$$\frac{14.4 + 0.361}{14.65} = 1.0075$$

**(8) Resale**

The gas supplied to a customer shall be for the use of the customer only and shall not be remetered or submetered for resale to another or others.

**(9) Billing Adjustments**

(a) For all billing errors, the Company will determine from all related and available information the probable period during which this condition existed and shall make billing adjustments for the estimated period involved as follows:

- (1) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive monthly billing periods, or twenty (20) consecutive quarterly billing periods calculated from the date of discovery, inquiry or actual notification of the Company, whichever comes first.
- (2) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) monthly billing periods or four (4) quarterly billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.
- (3) No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
- (4) Where, upon test, an error in measurement is found to be within the limits prescribed by Commission rules, no billing adjustment will be made.

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FORM NO. 13 P.S.C.

No. 1

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Sheet No. 52

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Southern Missouri Gas Company, L.P.

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### RULES AND REGULATIONS (cont.)

concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all Company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information.

(j) The Commission shall recognize and permit recovery of reasonable operating expenses incurred by the Company because of this rule.

(k) The Company may apply for a variance from this rule by filing an application for variance with the Commission pursuant to the Commission's Rules of Procedure.

(13) Meter Tests

Meters are the property of the Company and shall be tested at regular intervals.

The Company at any time, upon the written or verbal request of a customer, will test the meter of such customer, provided only one such test shall be made free of charge within a twelve-month period, and the customer shall pay the cost of any additional tests within this period unless meter is shown to be inaccurate in excess of 2%. The customer may, upon notification to the Company, be present at such tests. No part of a minimum charge will be refunded.

In the event of the stoppage or the failure of any meter to register, the customer shall be billed for such period not to begin prior to a point in time six months prior to the date customer was notified of a malfunction, on an estimated consumption based upon his use of gas in a similar period of like use.

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FORM NO. 13 P.S.C.

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Sheet No. 55

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**RULES AND REGULATIONS (cont.)**

(3) Failure to comply with the terms and conditions of a settlement agreement.

(4) Refusal to grant access to the Company at reasonable times to equipment installed upon the premises of the customer for purposes of inspection, meter reading, maintenance or replacement.

(5) Misrepresentation of identity for the purpose of obtaining service.

(6) Violation of any other rule of the Company on file with and approved by the Commission which adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery service.

(7) Unauthorized interference, diversion or use of the Company's service.

(8) As provided by State or Federal law.

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

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

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FORM NO. 13 P.S.C.

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Sheet No. 59

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**RULES AND REGULATIONS (cont.)**

The customer shall protect the portions of the customer extension installed within his premises and shall, unless otherwise authorized by the Company, permit no one but the Company's employees or its authorized agents to handle same. In the event of loss or damage to such property of the Company arising out of carelessness, negligence or misuse by the customer or his authorized agent the cost of making good such loss or repairing such damages shall be borne by the customer. Customer shall permit access to the Company's employees, or other authorized agents, for the purpose of inspecting, modifying, maintaining or operating the Company's facilities at all times, including access for the purpose of reading the meter(s) located on that property.

(b) Sizing of Customer Extension. The Company will install only certain standard sizes of mains, service pipes, meters and regulators in conjunction with the extension of its distribution facilities. The Company reserves the right, as economic or other conditions warrant, to change or modify its standards in this regard. Estimates of the cost of customer extensions will be based on the minimum size facilities which will adequately distribute the gas load to be served.

(c) Estimated Cost of Customer Extension. Upon receipt of application from a prospective customer, the Company will estimate the cost of installing the customer extension necessary to provide the requested service. This estimate will control the amount of deposit which may be required of the prospective customer.

The estimate will include all direct, indirect and overhead costs. Overhead construction costs include administrative and general salaries and expenses, charges for injuries and damages, pensions and other fringe benefits. Overheads transferred to construction are determined based on the percentage that construction payroll bears to total payroll and are distributed to construction work orders on a percentage allocation basis.

(23) Extensions of Mains

(a) General Terms

(1) The Company will install distribution main extensions (pipe) in established public streets, roads and highways along the shortest practical route. Extensions into or across private property will be made at the Company's option, provided that the right-of-way agreement(s) and other conditions are appropriate.

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#### RULES AND REGULATIONS (cont.)

(2) The Company will install service lines (pipe) on the applicant's property along the shortest and most practical route to permit a safe and satisfactory service line installation. Service lines installed across private property other than the property of the applicant will be made in those cases where the applicant has secured and furnished the Company a satisfactory right-of-way agreement.

##### (24) Service Line Extensions

(a) The Company will furnish meters, regulators and accessories at no cost to measure the consumption of gas by the customer. The Company also will furnish at no cost a portion of the service extending from the main distribution tap to the service meter.

(b) For residential or commercial applicants, the Company will furnish, at its own expense, an average of 125 feet of service line per meter from right-of-way line to owner's access point. Applicants requiring the installation of pipe over 125 feet will be required to pay in advance non-refundable aid-to-construction charges up to \$6.60 per foot, but not less than \$3.00 per foot.

(c) Service lines placed for the industrial applicants (as defined by the tariff) will be installed and billed on an individual case basis depending on the economic feasibility of the extension.

(d) All parts and portions of service line and main distribution line extensions shall remain the property of the Company.

##### (25) Main Distribution Line Extensions

(a) When at the request of residential or commercial applicant(s), it is necessary to extend a main distribution line, the Company will furnish, at its own expense, an average of 120 feet of main distribution pipe per service meter.

(b) For extensions in excess of the 120 feet per meter, the Company may, at its sole discretion, require an advance deposit from the applicant(s) an amount equal to \$12.50 per foot. The Company will refund with interest a prorated share of the extension deposit to the participating customer(s) for each additional customer connected to the extension within a five (5) year period. After five (5) years, the Company will refund any unrefunded deposits above the actual cost of the extension installation.

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FORM NO. 13 P.S.C.

No. 1

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Sheet No. 61

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Southern Missouri Gas Company, L.P.

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#### RULES AND REGULATIONS (cont.)

(c) Where an applicant along the extension refuses to participate in the extension, and within three (3) years after completion of the extension, the applicant will be considered in redetermining the cost of the original extension. The applicant then will be required to make a deposit on the prorated share of the extension as specified in (b) above.

(d) Customers with aid-to-construction deposits held by the Company and discontinuing service within the five (5) year period will not be eligible for deposit refunds.

(e) Distribution line extensions placed for industrial customers (as defined by the tariff) will be installed and billed on an individual case basis depending on the economic feasibility of the extension.

(26) Main Distribution Line Extensions to Undeveloped Subdivisions,  
Trailer Parks and Industrial Parks

(a) Before the Company will consider extending a main distribution line to undeveloped areas, i.e., subdivisions, trailer parks, industrial parks, the developer(s) must present to the Company a subdivided plat specifying the size and number of building lots and all planned streets, roads, alleys and available easements. Furthermore, the Company will require the developer(s) to provide a copy of the property deed(s) and evidence that they meet all local and/or county zoning requirements. The Company reserves the right to develop a forecast and make a decision regarding construction of the main based on the feasibility of the project.

(b) The Company will install distribution main lines in planned streets, roads, alleys and rights-of-way along the shortest practical route provided that the applicable right-of-way agreement(s) and other conditions are satisfactory.

(c) For extensions of main distribution lines into undeveloped subdivisions and trailer parks, the Company may, at its sole discretion, require an advance deposit from the developer(s) an amount equal to the estimated cost of constructing such facilities.

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FORM NO. 13 P.S.C.

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Sheet No. 63

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All Communities and Rural Areas

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**RULES AND REGULATIONS (cont.)**

(29) Conversion Rules and Regulations

(a) Definitions

(1) Building Conversion - The placement, connection and testing of interior pipe, fittings, and/or orifice(s) in an existing building from the point of connection to and into a customer unit where propane is used.

(2) Building Installation - The placement, connection and testing of existing or new interior pipe and fittings in an existing building from the point of connection to and into a customer unit where propane is not used.

(3) Commercial Customer - One who uses or will use natural gas in a business establishment for the primary purposes of space heating or cooling, water heating, the operation of appliances, and/or meets the tariff specifications.

(4) Construction Window - A period of time beginning upon completion of a distribution line(s) and continuing for a period of twenty-four (24) months thereafter, but no later than November 15, 2003.

(5) Customer Unit - An approved device or appliance designed to consume energy and produce heat according to the manufacturer's design and operating specifications. Approved units are listed in Sheet No. 67.

(6) Industrial Customer - One who uses or will use natural gas in a business establishment for the primary purpose of producing and/or manufacturing a product and meets Large Volume Service (LVS) tariff specifications, including annual usage greater than 150,000 Ccfs (per Tariff Sheet No. 2).

(7) Point of Connection - Generally described as the connection of inside pipe to the service line at a building entrance near the service meter.

(8) Residential Customer - One who uses or will use natural gas for the primary purposes of space heating or cooling, water heating and/or other appliances in a dwelling place.

(9) Upgrade (of Approved Customer Units) - The installation of replacement parts other than those contained in a standard orifice conversion kit.

(10) Large General Service - One who uses or will use natural gas in a business establishment and meets the Large General Service (LGS) tariff specifications, including annual usage of greater than 30,000 Ccfs (per Tariff Sheet No. 2.1).

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All Communities and Rural Areas

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### **RULES AND REGULATIONS (cont.)**

#### **(b) General Terms**

(1) The Company performs building installations and conversions where feasible and only according to local, state and federal codes and regulations. Also, the Company reserves the right to inspect and test all installations and conversions performed by other providers.

(2) Installations and conversions are performed for residential, commercial and industrial customers. Unit conversions are limited to the availability to standard orifice conversion kits and/or to specific qualifications of the Company's personnel. The Company will not convert customer units in any manner that adversely affects the safety of the unit.

(3) When customer units require conversion by certified manufacturer's personnel, the Company will assist such activity whenever possible to provide for safe and timely conversions.

(4) Where feasible, the point of connection (building entrance) will be located near the service meter.

(5) After installation or conversion and connection to the service meter, customers are billed for gas usage according to the rates and regulations specified in the tariff.

#### **(c) Charges**

(1) Installations and unit conversions (including pipe, fittings, standard orifice kits and labor) requested by the customer outside the construction window, are billed according to charges specified on Sheet No. 66.

(2) Installations and unit conversions (including pipe, fittings, standard orifice kits and labor) requested by the residential customer during the construction window are billed at "no charge" under certain conditions and as specified on Sheet 65.

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## RULES AND REGULATIONS (cont.)

## SUMMARY OF INSTALLATION AND CONVERSION CHARGES

## Residential

- Inside Pipe & Fittings - Installed No Charge to \$200.00 total  
+ Testing (as required) maximum per customer\*
- Conversion Kits - Installed No Charge to \$200.00 total  
+ Customer Unit Installations or Upgrades maximum per customer\*  
(as required)

\* Costs above \$200.00 per customer, if expended by the Company at its sole election,  
are payable in pro rata monthly payments over 24 months.

## Commercial and Industrial

- Inside Pipe and Fittings - Installed Cost or "As Estimated"
- Conversion Kits - Installed Cost or "As Estimated"
- Testing (as required) No Charge

## Labor Rates

- Technician, vehicle, tools & equipment \$ 30.00 per hour  
Technician only \$ 20.00 per hour

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FORM NO. 13 P.S.C.

No. 1

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### **RULES AND REGULATIONS (cont.)**

(32) Existing Commitments

(a) Notwithstanding the provisions hereinabove set out, gas service will be supplied to any customer who has received specific approval for such service from the Company prior to the effective date hereof provided that the customer submits satisfactory evidence that prior to the effective date hereof: (a) an expense has been incurred specifically for the design, purchase or installation of gas equipment, or (b) that gas equipment has been ordered prior to said date, or (c) that detailed engineering plans for the use of gas equipment have been prepared prior to said date.

(33) Emergency Curtailment Plan

In the event curtailment is warranted, commercial and industrial customers having facilities wherein the interruption thereof will not imperil human life or health will be interrupted first in a sequence of largest to smallest. Service will be restored in the reverse order.

(33.1) Relief from Liability

The Company shall be relieved of all liabilities, penalties, charges, payments and claims 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 any particular customer or group of customers to the extent that such failure results from the implementation of the Emergency Curtailment Plan herein prescribed or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction in the premises.

(33.2) Precedence

To the extent that this rule, or any provision(s) hereof, conflict with any other provision(s) of the Company's filed tariff, Rules and Regulations, or contracts, this rule shall take precedence.

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FORM NO. 13 P.S.C.

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Sheet No. 71

Cancelling P.S.C. MO

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## RULES AND REGULATIONS (cont.)

Typically, the Company will adjust the average billing during the fourth and eighth months of each twelve month period under the Plan, if the recalculated average payment amount reflects an increase of \$5.00 or more. Settlement of accounts will occur when participation in the Plan is terminated. No interest shall be due from or payable to the customer on the difference between actual and average usage.

(37) Promotional Practices

In compliance with rules prescribed by 4 CSR 240-14.010(1), a schedule is herein set forth prescribing all promotional practices being engaged in by the utility as of the effective date which are not in violation of 4 CSR 240-14.

Conversion Policy

A variance to 4 CSR 240-14.020(5) was granted by the Missouri Public Service Commission in Case No. GR-94-127, and extended in Case No. 60-98-17. This promotional practice is being provided on a uniform basis to the residential class of customers as described in the terms and conditions contained in Section 29 - Free Conversion Rules and Regulations of Southern Missouri's Natural Gas Tariff Number 1.

The purpose of this promotional practice is to encourage the connection of more customers, some of whom may not be able to afford the conversion, and should result in safer, more cost-saving construction and lower rates to all customers. This promotional practice is provided by Southern Missouri Gas Company pursuant to its Tariff Sheets No 63-67.

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