P.S.C. MO. No. <u>1</u> Canceling P.S.C. MO. No. 1 <u>Sixth Revised</u> Fifth Revised

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Missouri Gas Energy, <u>a Division of Southern Union Company</u>

For: All Missouri Service Areas

INFRASTRUCTURE REPLACEME	NT SURCHARGE (ISRS)			
<u>Description</u> : Rate ISRS is designed to recover th eligible infrastructure replacements sections 393.1009, 393.1012 and 393	in accordance with the provisions of			
<u>Applicability</u> : Rate ISRS is applicable to each effectiveness of the ISRS rate eleme	customer billing for service during the nt.			
ISRS Rate Element: In addition to the other char a monthly ISRS Rate Element shall be after the effective date of the ISRS Element, by customer class, is as follo	be added to each bill for service on and rate. The amount of the ISRS Rate			
Residential	\$0.00 per month			
Small General Service	\$0.00 per month			
Large General Service	\$0.00 per month			
Large Volume Service	\$0.00 per month			
Whiteman Air Force Base	\$0.00 per month			
Intrastate Transportation Service	\$0.00 per month			
CNG for use as a fuel in vehicles \$0.00 per month				
DATE OF ISSUE <u>March 28 2007</u> DA month day year	TE EFFECTIVE <u>April 28 2007</u> month day year			
ISSUED BY Michael R. Noack	Director, Pricing and Regulatory Affairs			
	Missouri Gas Energy			

Missouri Gas Energy Kansas City, MO. 64111 P.S.C. MO. No. <u>1</u> Canceling P.S.C. MO. No. <u>1</u> Thirteenth Revised

SHEET No. 24.3 SHEET No. 24.3

## Missouri Gas Energy,

a Division of Southern Union Company Name of Issuing Corporation

#### For: All Missouri Service Areas Community, Town or City

	Name of Issuing Corporation					<u></u>
	Pl	JRCHASE	<u>) GAS COS<sup>-</sup> PGA</u>	Γ ADJUSTI	MENT	
X. <u>SUI</u>	MMARY STATEMENT					
	Customer <u>Class</u>	<u>C.C.G.</u>	<u>A.C.A</u>	<u>T.O.P.</u>	<u>T.C.</u>	P.G.A. <u>Rate</u>
	Residential	\$0.86889	(\$0.08098)	\$0.00000	\$0.00000	\$0.78791
	Small General Service	\$0.86889	(\$0.08098)	\$0.00000	\$0.00000	\$0.78791
	Large General Service	\$0.86889	(\$0.08098)	\$0.00000	\$0.00000	\$0.78791
	Unmetered Gas Light (1)	\$0.86889	(\$0.08098)	\$0.00000	\$0.00000	\$0.78791
	Large Volume Sales (3)	\$0.86889	(\$0.08098)	\$0.00000	\$0.00000	\$0.78791
	Large Volume Trans. (2)(4)	\$0.12169	\$0.00000	\$0.00000	\$0.00000	\$0.12169
1	Each Unmetered Gasligh	t Unit is equ	al to 15 Ccf.			
2	Demand related purchas \$0.01992 per Ccf of daily are directly chargeable to	demand for	or authorized	i sales in e	Ccf of con excess of th	tract demand and e contract demand
3	Applies to Sales Service	only.				
4	Firm transportation charg to Transportation Servic Base.	es to be inc e, Intrastat	cluded in the e Transport	monthly ca ation Serv	ash out rec ice and W	onciliation. Applies /hiteman Air Force

DATE OF ISSUE:	March 28,	2007	DATE EFFECTIVE:	April	28,	2007
BATE OF 10001	month day	year		month	day	year
ISSUED BY:	<u>Michael R. Noack</u>	Mi	Director, Pricing ssouri Gas Energy, Kansa			

<u>Seventh Revised</u> Sixth Revised SHEET No. 25 SHEET No. 25

Missouri Gas Energy, <u>a Division of Southern Union Company</u>

## For: All Missouri Service Areas

RESIDENTIAL	GAS	SERV	<u>CE</u>
	S		

#### **AVAILABLE**

At points on the Company's existing distribution facilities located in the communities specified in the Index.

#### APPLICABLE

To natural gas service supplied at one point of delivery to residential customers for domestic use by the customer or by members of customer's household for nonbusiness, noncommercial or nonindustrial purposes. Such domestic use shall include space heating, water heating, cooking, air conditioning, and other household uses.

Service hereunder is not available to locations served through a master meter or to a location other than the customer's domicile.

#### NET MONTHLY BILL

<u>Rate</u>

Fixed Monthly Charge:

\$24.62 per month

DATE OF ISSUE	March month		<u>2007</u> year	DATE EFFECTIVE	<u>April</u> month	<u>28,</u> day	<u>2007</u> year
ISSUED BY:	<u>Michael R.</u>	Noac	<u>k</u>	Director, Pri Missouri Gas Energ	cing and F y, Kansas	<u>tegulator</u> s City, M(	<u>y Affairs</u> D. 64111

Seventh Revised Sixth Revised

## Missouri Gas Energy, <u>a Division of Southern Union Company</u>

## For: All Missouri Service Areas

SMALL GENERAL SG	
NET MONTHLY BILL	
Rate	
Fixed Monthly Charge:	
\$18.39 per month	
Volumetric Delivery Charge:	
For all gas delivered during the bi	lling months of November through March:
\$0.17950 per Ccf for the first \$0.16752 per Ccf for all addi	t 600 Ccf delivered, plus itional gas delivered.
For all gas delivered during the bi	lling months of April through October:
\$0.12297 per Ccf for the firs \$0.11103 per Ccf for all addi	t 600 Ccf delivered, plus itional gas delivered.
In the event that a billing cycle ha the volumetric delivery charge wil	is usage in more than one calendar month, I be prorated.
Standby facilities charge - When a customer larger than what is typical for the class of ser Company may charge the customer the Fixed size of meter being retained. In situations wh customer's premise, MGE may charge the cu Monthly Charges commensurate with the size retained, but shall not bill the customer the Fi customer does not agree (in writing) to pay the the larger sized meter being retained, MGE is	vice that the customer has subscribed, the d Monthly Charge commensurate with the ere a customer has two meters on the ustomer for the higher of the two Fixed e of the larger of the two meters being ixed Monthly Charges for both meters. If the he Fixed Monthly Charge commensurate with
Minimum	
adjustments and surcharges, b	te for zero consumption plus applicable out subject to the Company's proration rule Company's General Terms and Conditions.
DATE OF ISSUE <u>March 28 2007</u> month day year	DATE EFFECTIVE <u>April 28, 2007</u> month day year
SSUED BY:Michael R. Noack	Director, Pricing and Regulatory Affai Missouri Gas Energy, Kansas City, MO. 641

Seventh Revised Sixth Revised SHEET No. <u>31</u> SHEET No. <u>31</u>

## Missouri Gas Energy, <u>a Division of Southern Union Company</u>

## For: All Missouri Service Areas

LARGE GENERAL GAS SERVICE
LARGE GENERAL GAS SERVICE
NET MONTHLY BILL
Rate
Fixed Monthly Charge:
\$108.91 per month
Volumetric Delivery Charge:
\$0.14498 per Ccf for all gas delivered during the billing months of November through March.
\$0.08892 per Ccf for all gas delivered during the billing months of April through October.
Standby facilities charge – When a customer requests (in writing) retention of a meter larger than what is typical for the class of service that the customer has subscribed, the Company may charge the customer the Staff's proposed Delivery Charge commensurate with the size of meter being retained. In situations where a customer has two meters on the customer's premise, MGE may charge the customer for the higher of the two Staff proposed Delivery Charges commensurate with the size of the larger of the two meters being retained, but shall not bill the customer the Staff proposed Delivery Charges for both meters. If the customer does not agree (in writing) to pay the Staff proposed Delivery Charge commensurate with the larger sized meter being retained, MGE is free to remove the un-utilized meter.
delivery charge will be prorated.
Minimum
The higher of the above rate for zero consumption plus applicable adjustments and surcharges, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions.
Adjustments and Surcharges
The rates and minimum charges hereunder are subject to adjustments as provided in the following schedules:
<ol> <li>Purchased Gas Cost Adjustment (PGA).</li> <li>Tax Adjustment (TA).</li> <li>Infrastructure Replacement Surcharge (ISRS)</li> </ol>
DATE OF ISSUE March 28, 2007 DATE EFFECTIVE April 28, 2007 month day year month day yea
ISSUED BY: <u>Michael R. Noack</u> <u>Director, Pricing and Regulatory Affairs</u> Missouri Gas Energy, Kansas City, MO. 641

Second Revised First Revised SHEET No. <u>39</u> SHEET No. <u>39</u>

Missouri Gas Energy, For: All Missouri Service Areas a Division of Southern Union Company UNMETERED GASLIGHT SERVICE UG **Delayed Payment Charge** 0.5% will be added to all bills not paid within 21 days after rendition, unless otherwise required by law or other regulation. OTHER TERMS AND CONDITIONS Service provided hereunder is subject to the Company's General Terms and Conditions as approved by the Missouri Public Service Commission. 2007 28 DATE EFFECTIVE April 28 2007 DATE OF ISSUE March day year month day year month Director, Pricing and Regulatory Affairs ISSUED BY: Michael R. Noack Missouri Gas Energy, Kansas City, MO. 64111

<u>Fourth Revised</u> Third <u>Revised</u> SHEET No. <u>40</u> SHEET No. <u>40</u>

Missouri Gas Energy, a Division of Southern Union Company

For:	All	Missour	ri <u>Service</u>	Areas

## LARGE VOLUME SERVICE

## AVAILABLE

At points on the Company's existing distribution facilities located in the communities specified in the Index.

#### APPLICABLE

To natural gas service supplied to commercial and industrial customers whose natural gas requirements at a single address or location the Company expects will exceed 15,000 Ccf in any one month of a 12-month billing period. Service to such customers shall be subject to a contract between the customer and the Company, in the form of Sheet Nos., 50 through 53, as applicable, unless otherwise authorized by state law.

Customers receiving service under this schedule whose maximum monthly requirement at a single address or location has exceeded 15,000 Ccf during the most recent 12 month period ended February, or the Company expects will exceed 15,000 Ccf in the following contract year will retain their eligibility for this rate for the following contract year beginning November 1. Any customer failing to meet this requirement shall become ineligible for this rate at the end of the current contract year and will be served under the applicable rate schedule for such reduced requirement until such time as the customer may re-qualify for service hereunder in accordance with the above paragraph.

For purposes of this schedule, a single address or location is defined as the customer's contiguous premises, including streets, alleys and other rights of way, within an area completely surrounded by property owned by others.

When more than one meter is set at a single address or location for the customer's convenience, an LVS customer charge shall be assessed for each of the first two meters. For each such remaining installed meter, the Fixed Monthly Charge will be \$239.67. Gas delivered through all meters set at a single address or location will be aggregated for the purpose of calculating the monthly sales or transportation charges.

	<u>March 28, 2007</u> onth day year	DATE EFFECTIVE	<u>April</u> month	<u>28,</u> day	<u>2007</u> year
ISSUED BY:Mic	hael R. Noack	Director, Pricing Missouri Gas Energy	and Regul /,  Kansas	<u>atory Af</u> City, MC	<u>fairs</u> ), 64111

Missouri Gas Energy, a Division of Southern Union Company	For: All Missouri Service Areas
	LUME SERVICE
NET MONTHLY BILL	
Charge the Contract Demand Charge	the sum of the Customer Charge, the Delivery e, and the EGM Charge. Service hereunder is djustment (PGA) schedule, the Tax Adjustment hereinafter described.
Rate	
Fixed Monthly Charge: \$870.	75 per month
Volumetric Delivery Charge:	
For all gas delivered during the billi	ng months of November through March:
\$ 0.05209 per Ccf fo \$ 0.04088 per Ccf fo	or the first 30,000 Ccf delivered, plus or all additional gas delivered.
For all gas delivered during the bill	ing months of April through October:
\$ 0.03294 per Ccf fo \$ 0.02174 per Ccf fo	or the first 30,000 Ccf delivered, plus or all additional gas delivered.
Contract Demand Charge: The Purchased Gas Adjustment sched	Contract Demand rate as set forth in the ule Sheet 24.3.
Maximum Delivery Charge: The	delivery charge as stated above.
plus applicable adjustments and contract, but subject to the Compa the Company's General Terms a delivery charge be below an amou	
Basic service charge plus \$0.0005	
DATE OF ISSUE <u>March 28, 2007</u> month day year	DATE EFFECTIVE <u>April 28, 2007</u> month day year

ISSUED BY: <u>Michael R. Noack</u><u>Director, Pricing and Regulatory Affairs</u> Missouri Gas Energy, Kansas City, MO. 64111

Second Revised First Revised SHEET No. <u>61.2</u> SHEET No. <u>61.2</u>

Missouri Gas Energy,

a Division of Southern Union Company

For:	All	Missouri	Service	Areas

TRANSPORTATION PROVISIONS
TRPR
<ul> <li>(9) <u>Cash Out</u>: Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company according to Section A-6, <u>Retainage</u>. Agents may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section A-4, Aggregation.</li> <li>(a) <u>Monthly Cash Out</u>: Differences between deliveries and retainage-adjusted receipts shall be reconciled on a monthly basis between Company and a customer or the customer's agent.</li> <li>(i) If Company's retainage-adjusted receipts (nomination) for the customer are less than deliveries (usage) to the customer, the customer or the customer's agent shall pay:         <ol> <li>1.0 times the index price for each MMbtu of imbalance up to and including 10% of nominations, plus</li> </ol> </li> </ul>
1.2 times the index price for each MMbtu of imbalance which is greater than 10%, up to and including 15% of nominations, plus 1.4 times the index price for each MMbtu of imbalance which is
greater than 15% of nominations, plus The firm transportation charges included in the current PGA rate to bring the gas to the Company's system
<ul> <li>(ii) If Company's retainage-adjusted receipts (nomination) for the customer exceed deliveries (usage) to the customer, the customer or the customer's agent shall receive:</li></ul>
including 10% of nominations, plus 0.8 times the index price for each MMbtu of imbalance which is greater than 10% of nominations, up to and including 15%, plus
0.6 times the index price for each MMbtu of imbalance which is greater than 15% of nominations,plus
The firm transportation charges included in the current PGA rate to bring the gas to the Company's system
DATE OF ISSUE: <u>March 28 2007</u> DATE EFFECTIVE: <u>April 28 2007</u> Month Day Year Month Day Year

ISSUED BY: <u>Michael R. Noack</u> Missouri Gas Energy Director, Pricing and Regulatory Affairs Kansas City, MO. 64111

Seventh Revised Sixth Revised SHEET No. <u>76</u> SHEET No. <u>76</u>

Missouri Gas Energy, <u>a Division of Southern Union Company</u>

For: All Missouri Service Areas

#### WHITEMAN AIR FORCE BASE

#### APPLICABLE

This rate schedule is applicable to all natural gas sales and transportation requirements of Whiteman Air Force Base (customer) except customer's natural gas requirements for armed forces housing. Requirements for armed forces housing will continue to be provided under Company's tariff for such service or such replacement tariff as may be authorized by the Commission.

#### NET MONTHLY BILL

<u>Rate</u>

Fixed Monthly Charge: \$870.75 per month

Volumetric Delivery Charge:

For all gas delivered during the billing months of November through March:

\$0.05209 per Ccf for the first 30,000 Ccf delivered, plus \$0.04088 per Ccf for all additional gas delivered.

For all gas delivered during the billing months of April through October:

\$0.03294 per Ccf for the first 30,000 Ccf delivered, plus \$0.02174 per Ccf for all additional gas delivered.

This charge is applicable to all gas transported necessary to satisfy customer's annual sales and transportation requirement of up to 2,000,000 Ccf, plus

\$0.03602 per Ccf during the period November through March for all gas delivered necessary to satisfy customer's annual delivery requirement of more than 2,000,000 Ccf but less than 3,000,000 Ccf, plus

DATE OF ISSUE	<u>March</u> month	<u>28,</u> day	2007 year	DATE EFFECTIVE	<u>April</u> month	<u>28,</u> day	<u>2007</u> year
ISSUED BY:	<u> Michael R.</u>	Noac	<u>k</u>	<u>Director</u> , Pric Missouri Gas Energ			

Sixth Revised Fifth Revised

SHEET No. 77 SHEET No. 77

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

		WHITEMAN A	IR FORCE BASE			
	\$0.01392	annual deliver	gas delivered necessa y requirement of more 0,000 Ccf, plus	ry to satisf than 3,000	y custor ,000 Cc	ner's f but
	\$0.03602	per Ccf for all	additional gas delivered	Ι.		
M	linimum					
	adjustments ar subject to the	nd surcharges.	ate for zero consum or the minimum as set oration rule contained i Conditions.	forth by	contract	., but
A	djustments and Su	urcharges				
	The rates here schedules:	under are subje	ct to adjustments as p	rovided in	the follo	owing
	2. Tax Ad	se Gas Cost Adj justment (TA). ucture Replacer	ustment (PGA). nent Surcharge (ISRS)			
Ļ	emand Charges					
	(hereinafter re specified by th schedule, the	ferred to as th e customer and Company will	specify a level of maxin te "Contract Demand in accordance with the supply natural gas up purchases the Com	e provision to and	s the e s of this including	s rate
DATE OF I		<u>28, 2007</u> day year	DATE EFFECTIVE	<u>April</u> month	<u>28</u> day	<u>2007</u> year
ISSUED B	Y: Michael R.	Noack	Director, Pricing	and Regi	ulatory A	fairs

Director, Pricing and Regulatory Attairs Missouri Gas Energy, Kansas City, MO. 64111

Third Revised Second Revised

SHEET No. 83 SHEET No. 83

Missouri Gas Energy, <u>a Division of Southern Union Company</u>

## For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE
<u>AVAILABLE</u> :
At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.
APPLICABLE:
To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.
Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual Ccf volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.
NET MONTHLY BILL:
Rate:
Fixed Monthly Charge:
\$870.75 per month
Volumetric Delivery Charge:
The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.
DATE OF ISSUE <u>March 28, 2007</u> DATE EFFECTIVE <u>April 28, 2007</u> month day year month day yea
ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affair

Missouri Gas Energy, Kansas City, MO. 64111

Seventh Revised Sixth Revised SHEET No. <u>94</u> SHEET No. <u>94</u>

Missouri Gas Energy, <u>a Division of Southern Union Company</u>

For: All Missouri Service Areas

## INTERIM GAS SERVICE FOR COMPRESSION OF NATURAL GAS FOR USE AS A FUEL IN VEHICULAR COMBUSTION ENGINES CNG

#### NET MONTHLY BILL

<u>Rate</u>

Fixed Monthly Charge:

\$18.39 per month

Volumetric Delivery Charge

For all gas delivered during the billing months of November through March:

\$0.17950 per Ccf for the first 600 Ccf delivered, plus \$0.16752 per Ccf for all additional gas delivered.

For all gas delivered during the billing months of April through October:

\$0.12297 per Ccf for the first 600 Ccf delivered, plus \$0.11103 per Ccf for all additional gas delivered.

In the event that a billing cycle has usage in more than one calendar month, the volumetric delivery charge will be prorated.

The Company may from time to time, upon approval of the Commission, reduce the above transportation charges by any amount. Such reductions will only be permitted if they are necessary to retain or expand services to an existing customer, to re-establish service to a previous customer or to serve new customers.

#### Minimum

The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions.

	<u>28, 2007</u> lay year	DATE EFFECTIVE	<u>April</u> month	<u>28</u> day	<u>2007</u> year
ISSUED BY: <u>Michael R. N</u>	oack	Director, Pricin Missouri Gas Energy,	g and Reg Kansas C	<u>iulatory /</u> City, MO	<u>Affairs</u> . 64111

P.S.C. MO. No. <u>1</u> Canceling P.S.C. MO. No. <u>1</u> <u>Fifth Revised</u> Fourth Revised

Missouri Gas Energy, <u>a Division of Southern Union Company</u>

## For: All Missouri Service Areas

PROMOTIONAL PRACTICES
<u>PP</u>
WEATHERIZATION PROGRAM
Description and Availability: In accord with this tariff, and pursuant to the terms and conditions of stipulations and agreements filed and approved in Case Nos. GR-96-285, GR-2001-292 and GR-2006-0422, the Company will provide \$750,000 annually (the program funds) for a residential weatherization program, including energy education, primarily for lower income customers. The program will allocate \$551,448 of the annual funds to City of Kansas City, Missouri, including the counties of Clay, Platte, and Jackson. The Kansas City program will be administered by the City pursuant to written contract, currently in effect between Kansas City and MGE. The remainder of the program funds totaling \$198,552 will be administered throughout the rest of the MGE service territory by Social Agencies approved by MGE; provided, however, that \$20,000 of the funds (allocated as above) shall be devoted to a study of the effectiveness of the program undertaken in conjunction with Kansas City Power & Light Company, if possible, and in collaboration with the Commission Staff, the Office of the Public Counsel, among others.
<u>Purpose:</u> This program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by the Company.
Terms and Conditions:
<ol> <li>The program will offer grants for weatherization services to eligible customers. The program will be primarily directed to lower income customers with high usage and/or bad debts.</li> </ol>
<ol> <li>The total amount of grants offered to a customer will be determined by the cost- effective improvements that can be made to a customer's residence, which shall not exceed \$3,000, and is expected to average \$1,750.</li> </ol>
<ol> <li>Program funds cannot be used for administrative costs except those incurred by the City of Kansas City and other Social Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed \$325 for each participating household.</li> </ol>
4. The City of Kansas City, the Social Agencies and the Company agree to consult with Staff and Public Counsel (and any other party agreeable to Company, Staff, Public Counsel and the City) during the term of the program.
DATE OF ISSUE <u>March 28, 2007</u> DATE EFFECTIVE <u>April 28, 200</u> month day year month day y

ISSUED BY: <u>Michael R. Noack</u><u>Director, Pricing and Regulatory Affairs</u> Missouri Gas Energy, Kansas City, MO. 64111

P.S.C. MO. No.	1	Fourth Revised
Cancelling P.S.C. MO. No.	<u>1</u>	<u>Third Revised</u>

# Missouri Gas Energy, <u>a Division of Southern Union Company</u>

For: All Missouri Service Areas

	PROMOTIONAL PRACTICES PP			
5.	This program will continue until the effective date of an order of th Company's next general rate case, unless otherwise ordered With the primary assistance of the City of Kansas City and th Social Agencies, the Company shall submit a report on the progr Public Counsel on or before April 15, 2002 and on the same date year in which the program continues. Each report will address program, and provide an accounting of the funds received and s during the preceding calendar year. The report will include the with breakdowns for the city of Kansas City and each of the othe agencies:	by the Con e other par ram to the s for each su the progre pent on the following in	nmission. rticipating Staff, and icceeding ss of the program formation	
	<ul> <li>a. Program funds provided by MGE.</li> <li>b. Amount of program funds, if any, rolled over from previous</li> <li>c. Amount of administrative funds retained by the social ages</li> <li>d. Number of weatherization jobs completed and total cost (a administrative funds) of jobs completed.</li> <li>e. Number of weatherization jobs "in progress" at the end of year.</li> </ul>	ncy. excluding	ır	
	The report shall be subject to audit by the Commission Staff and the extent that \$750,000 exceeds the total cost expended on the of the excess shall be "rolled over" to be utilized for the weather succeeding year, excepting that if there is an excess at th terminates, the amount of excess shall be transmitted to MGE. credit the amount of the excess to its refund account under the e incentive mechanism and flow that excess back to ratepayers und	program, th zation progr e time the MGE there experimenta	e amount am in the program after shall I gas cost	
6.	MGE, City, and Social Agency Agreement: Staff, Public Cou Agencies and MGE agree that any controversy, complaint, claim relating to the agreement between the City, Social Agencies an compulsory arbitration before the Commission. Staff, Public Agencies or MGE may file a request for such arbitration in accord an agreed upon procedure. If no procedure is provided in the ru days of the request, then the same shall be governed by the Arbitration Association. Pending the outcome of the arbitration ordered by the Commission, MGE may withhold from the City or the program fund installment(s) owed under the agreement that a or otherwise so much of the program funds that will protect MGE <sup>2</sup>	or dispute a d MGE sha Counsel, t d with Comr ules or agre ne rules of on, and un Social Agel are relevant	the City S nission ru ed to with the Ame less othe	ed by Social les or hin 30 erican rwise uch of
DATE O	FISSUE <u>March 28, 2007</u> DATE EFFECTIVE month day year	<u>April</u> month	<u>28,</u> day	2007 year
	BY: Michael R. Noack Director, Pr			

	P.S.C. MO. No.	<u>1</u>
Cancelling	P.S.C. MO. No.	<u>1</u>

Third Revised Second Revised

#### SHEET No. <u>98</u> SHEET No. <u>98</u>

#### Missouri Gas Energy, <u>a Division of Southern Union Company</u>

#### For: All Missouri Service Areas

## PROMOTIONAL PRACTICES

#### <u>PP</u>

## NATURAL GAS CONSERVATION PROGRAMS

In accordance with the Commission's Report and Order ("Order") issued March 22, 2007, in Case No. GR-2006-0422, Company will expend \$750,000 annually on the implementation of natural gas conservation programs targeted at residential customers. \$45,000 of such amount shall be devoted to consumer education efforts and \$705,000 of such amount shall be devoted to an energy efficient water heater rebate program consistent with the Company's proposal in Case No. GR-2006-0422. Company shall work collaboratively with the Commission Staff, the Office of the Public Counsel and other parties with the goal of developing agreed-upon tariff language for administration of the energy efficient water heater rebate program. The Company shall file tariff language setting forth administration of the energy efficient water heater rebate program for the Commission's consideration no later than June 1, 2007.

			······································			
DATE OF ISSUE	<u>March</u> month	<u>28,</u> day	2007 year	DATE EFFECTIVE	<u>April 28,</u> month day	<u>2007</u> year
ISSUED BY:	Michael R	. Noac	k	Director, Pr	icing and Regulat	tory Affairs
				Missouri Gas Energ	y, Kansas City, I	MO. 64111

P.S.C. MO. No.	1	Fourth Revised	SHEET No. <u>R-34</u>
Canceling P.S.C. MO. No.	<u>1</u>	Third Revised	SHEET No. <u>R-34</u>

## Missouri Gas Energy, <u>a Division of Southern Union Company</u>

For: All Missouri Service Areas

## GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.19	COMPANY LIABILITY: Customer shall save Company harmle injury to persons, or damage to lawns, trees, shrubs, buildings or o by reason of the installation, operation, or replacement of the s necessary appurtenances to serve customer unless it shall affin persons or damage to property complained of has been caused by on the part of Company or its accredited personnel.	service line, yard line and other matively appear that the injury to
	Company may refuse or discontinue service if an inspection or ter of gas on customer's premises. Company will not be liable f whatsoever caused by such leakage, escape or loss of gas from ancillary lines, house piping, appliances or other equipment.	or any loss, damage of injury
	The Company does not own, nor is it responsible for the repair or or gas utilization equipment on the delivery side of the gas met piping. All piping, vents or gas utilization equipment furnished by th being served shall be suitable for the purposes hereof and the own be responsible for the repair and maintenance of such at all tir practice and in conformity with requirements of public health and constituted authorities and by the Company. As with any fixture piping, vents or gas utilization equipment can fail, malfunction or fa such the owner/customer of the premises being served shall be shall owe customer no duty to warn of potential hazards that ma delivery side of the gas meter, its related appurtenances and piping The owner/customer shall be responsible at all times for the safi installed on the premises being served, and to that end shall gin authorized employees, contractors or agents, access to such pro premises being served shall be liable for and shall indemnify Company for the cost of repairs for damage done to Company misuse of it by the owner/customer or persons on the premises aff	er, its related appurtenances and he owner/customer of the premises ner/customer of the premises shall mes in accordance with accepted safety, as set forth by the properly or appurtenance within premises, all into disrepair at any time and as aware of this fact, and Company ay exist with such facilities on the g. ekeeping of all Company property ve no one, except the Company's operty. The owner/customer of the y, hold harmless and defend the y's property due to negligence or
	The Company shall not be liable for loss, damage or injury to per directly or indirectly connected with or arising out of the deliv- utilization equipment on the delivery side of the meter, which sha and all such loss, damage or injury involving piping, vents or g inspected or not by the Company, or occasioned by interruption failure of service or delay in commencing service due to accident equipment, strike, riot, act of God, order of any court or judge gra proceedings or action or any order of any commission or tribu limitation by the preceding enumeration, any other act or things control, or attributable to the negligence of the Company, its employ	all include but not be limited to any gas utilization equipment, whether a failure to commence delivery, or to or breakdown of plant, lines, or anted in any bonafide adverse legal anal having jurisdiction; or, without due to causes beyond Company's
DATE OF	ISSUE <u>March 28, 2007</u> DATE EFFECTIVE month day year	<u>April 28 2007</u> month day yea
ISSUED E	BY Michael R. Noack	Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111