



P.S.C. Mo. No. 1

AQUILA, INC.  
d/b/a  
AQUILA NETWORKS – MPS and  
AQUILA NETWORKS – L&P

## SCHEDULE OF RATES FOR NATURAL GAS SERVICE

APPLICABLE TO THE FOLLOWING TERRITORIES:

All Territories of  
Aquila Networks – MPS  
and  
Aquila Networks – L&P

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 1  
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**AQUILA NETWORKS – MPS and L&P  
 KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
 Receiving Natural Gas Service

<b>INDEX GAS</b>
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Gas rate schedules are available to communities and rural areas as indicated on the rate schedules provided in this index, subject to availability provisions of each schedule. Rate schedules applicable in the MPS-Southern, MPS-Northern, MPS-Eastern and L&P Systems:

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FOR: All Communities and Rural Areas  
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<b>COMMUNITIES SERVED GAS</b>
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Communities designated as Northern System are as follows

Brookfield	Glasgow	Rural Territory
Brunswick	Keytesville	Salisbury
Bucklin	Laclede	Trenton
Chillicothe	Marceline	Utica
Chula	Meadville	Wheeling

Communities designated as Southern System are as follows

Clinton	Marshall	Rural Territory
Deerfield	Nevada	Sedalia
Dresden	Otterville	Smithton
Henrietta	Platte City	Tracy
Leeton	Richmond	Weston
Lexington		

Communities designated as Eastern System are as follows:

Owensville	Rolla	Salem
Rural Areas		

Communities designated as L&P System are as follows:

Barnard	Bigelow	Bolckow
Craig	Fairfax	Forest City
Graham	Maitland	Maryville
Mound City	Oregon	Ravenwood
Rock Port	Skidmore	Tarkio

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**AQUILA NETWORKS – MPS and L&P  
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<b>AUTHORIZED SERVICE TERRITORY GAS</b>
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**MPS Southern System**

<b>County</b>	<b>Township</b>	<b>Range</b>	<b>Sections</b>
Cooper	46 North	19 West	33, 34
Henry	41 North	25 West	6, 7, 18
Henry	41 North	26 West	1 - 4, 8 – 16
Henry	42 North	25 West	30,31
Henry	42 North	26 West	25 - 28, 33 – 36
Johnson	44 North	25 West	15 - 22, 27 – 30
LaFayette	50 North	27 West	1 - 5, 8 – 11
LaFayette	51 North	27 West	21 - 28, 32 – 36
Morgan	45 North	19 West	7 – 10, 17, 18
Pettis	45 North	20 West	1 – 20
Pettis	45 North	21 West	1 – 24, 28 – 30
Pettis	45 North	22 West	1, 2, 11 – 14, 24
Pettis	46 North	20 West	30 – 34
Pettis	46 North	21 West	19 – 36
Pettis	46 North	22 West	14 – 16, 20 – 28, 31 – 36
Pettis	46 North	23 West	35, 36
Platte	52 North	34 West	4 – 6
Platte	52 North	35 West	1 – 3, 10 – 12
Platte	53 North	34 West	16 – 21, 28 – 33
Platte	53 North	35 West	6, 7, 13 – 15, 18, 19, 22 – 27, 34 – 36
Platte	53 North	36 West	1 – 3, 10 – 15, 22 – 24
Ray	51 North	27 West	4 – 6, 8 – 10, 15 – 17, 20 – 22
Ray	51 North	28 West	1, 2
Ray	52 North	27 West	18 – 21, 28 – 33
Ray	52 North	28 West	23 – 26, 35, 36
Saline	50 North	20 West	6, 7, 18, 19, 30, 31
Saline	50 North	21 West	1 – 5, 8 – 18, 20 – 29, 32 – 36
Saline	51 North	20 West	31
Saline	51 North	21 West	32, 33, 36
Vernon	All of Vernon County in its entirety		

Orders granting the service territory take precedence in any discrepancies between them and the information listed above.  
 More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries

DATE OF ISSUE: August 1, 2003  
 ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

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P.S.C. MO. No. 1 Original Sheet No. 4  
 Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
 KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
 Receiving Natural Gas Service

<b>AUTHORIZED SERVICE TERRITORY GAS</b>
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**MPS Northern System**

<b>County</b>	<b>Township</b>	<b>Range</b>	<b>Sections</b>
Chariton	51 North	17 West	5, 8
Chariton	53 North	17 West	1 – 4, 9 – 12, 14 – 16
Chariton	53 North	18 West	3 – 6, 8 – 10
Chariton	53 North	20 West	1 – 4, 9 – 14
Chariton	54 North	17 West	33 – 35
Chariton	54 North	18 West	27 – 34
Chariton	54 North	20 West	33 – 36
Chariton	56 North	18 West	4 – 6
Chariton	56 North	19 West	1
Grundy	61 North	24 West	3 – 30
Grundy	61 North	25 West	13
Howard	51 North	17 West	3, 4, 9, 10, 15 – 17, 20 – 22
Linn	57 North	18 West	1 – 4, 10 – 12, 19 – 21, 28 – 33
Linn	57 North	19 West	4 – 9, 16 – 20, 24, 25, 36
Linn	57 North	20 West	1, 2, 4 – 9, 11 – 14, 24
Linn	57 North	21 West	1, 5 – 8, 12
Linn	57 North	22 West	1 – 3, 10 – 12
Linn	58 North	18 West	26, 34 – 36
Linn	58 North	19 West	28 – 33
Linn	58 North	20 West	25, 26, 28 – 33, 35, 36
Linn	58 North	21 West	25, 31, 32, 36
Linn	58 North	22 West	34 – 36
Livingston	57 North	22 West	4 – 9
Livingston	57 North	23 West	5 – 7
Livingston	57 North	24 West	1, 2, 7 – 9, 12, 16 – 21, 28 – 30
Livingston	57 North	25 West	12, 13, 24, 25
Livingston	58 North	22 West	31 – 33
Livingston	58 North	23 West	19, 29 – 32
Livingston	58 North	24 West	22 – 28, 33 – 36
Livingston	59 North	23 West	9 – 11, 14 – 16, 21 – 23, 26 – 28

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DATE OF ISSUE: August 1, 2003  
 ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 5  
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FOR: All Communities and Rural Areas  
 Receiving Natural Gas Service

**AUTHORIZED SERVICE TERRITORY  
 GAS**

**MPS Eastern System**

<b>County</b>	<b>Township</b>	<b>Range</b>	<b>Sections</b>
Dent	33 North	4 West	6, 7
Dent	33 North	5 West	1 – 12
Dent	33 North	6 West	1 – 5, 8 – 12
Dent	34 North	4 West	18, 19, 30, 31
Dent	34 North	5 West	3 – 10, 13 – 36
Dent	34 North	6 West	1 – 6, 8 – 17, 20 – 29, 32 – 36
Dent	35 North	5 West	19 – 22, 27 – 34
Dent	35 North	6 West	18 – 36
Dent	35 North	7 West	1 – 3, 10 – 14, 23 – 26, 36
Gasconade	42 North	5 West	21, 22, 27 – 29, 31 – 33
Phelps	36 North	7 West	3 – 5, 8 – 10, 15 – 17, 20 – 22, 26 – 28, 33 – 35
Phelps	37 North	7 West	4 – 9, 17 – 20, 28 – 30, 32, 33
Phelps	37 North	8 West	1 – 3, 9 – 16, 22 – 27
Phelps	38 North	7 West	19, 20, 29 – 33
Phelps	38 North	8 West	23 – 27, 34 – 36

**L&P System**

<b>County</b>	<b>Township</b>	<b>Range</b>	<b>Sections</b>
Andrew	61 North	34 West	6, 7, 18, 19
Andrew	61 North	35 West	1 – 5, 8 – 17, 20 – 24
Atchison	63 North	39 West	5 – 8, 17, 18
Atchison	63 North	40 West	1 – 5, 9 – 16
Atchison	64 North	39 West	5 – 8, 17 – 20, 29 – 32
Atchison	64 North	40 West	1 – 30, 32 – 36
Atchison	64 North	41 West	1 – 12
Atchison	64 North	42 West	1 – 4, 10 - 12
Atchison	65 North	39 West	6, 7, 18, 19, 30, 31
Atchison	65 North	40 West	1 – 5, 7 – 36
Atchison	65 North	41 West	7 – 36
Atchison	65 North	42 West	22 – 28, 33 – 36
Atchison	66 North	39 West	31, 32

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DATE OF ISSUE: August 1, 2003  
 ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 6  
 Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
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FOR: All Communities and Rural Areas  
 Receiving Natural Gas Service

<b>AUTHORIZED SERVICE TERRITORY GAS</b>
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**L&P System (continued)**

<b>County</b>	<b>Township</b>	<b>Range</b>	<b>Sections</b>
Holt	59 North	37 West	6
Holt	59 North	38 West	1 – 12
Holt	59 North	39 West	1 – 3, 11, 12
Holt	60 North	37 West	18, 19, 30, 31
Holt	60 North	38 West	4 – 9, 13 – 36
Holt	60 North	39 West	1 – 5, 8 – 17, 21 – 28, 34 – 36
Holt	61 North	38 West	3 – 10, 15 – 20, 29 – 33
Holt	61 North	39 West	1 – 30, 32 – 36
Holt	62 North	37 West	3 – 9, 15 – 22
Holt	62 North	38 West	1, 12, 15 – 22, 27 – 34
Holt	62 North	39 West	5 – 8, 13 – 15, 17 – 20, 22 – 27, 29 – 36
Holt	62 North	40 West	1 – 4, 9 – 16, 21 – 28
Holt	63 North	37 West	19 – 21, 27 – 34
Holt	63 North	38 West	24, 25, 36
Holt	63 North	39 West	19, 20, 29, 30, 31, 32
Holt	63 North	40 West	21 – 28, 33 – 36
Nodaway	62 North	34 West	6, 7, 18, 19, 30, 31
Nodaway	62 North	35 West	1 – 5, 8 – 17, 20 – 29, 32 – 36
Nodaway	62 North	36 West	6, 7, 18, 19
Nodaway	62 North	37 West	1 – 3, 9 – 16, 22 – 24
Nodaway	63 North	33 West	5, 6
Nodaway	63 North	34 West	1 – 3, 6, 7, 18, 19, 30, 31
Nodaway	63 North	35 West	1 – 16, 21 – 28, 33 – 36
Nodaway	63 North	36 West	1, 2, 3, 30, 31
Nodaway	63 North	37 West	2 – 11, 14 – 18, 21 – 23, 25 – 28, 34 – 36
Nodaway	63 North	38 West	1, 12, 13
Nodaway	64 North	33 West	4 – 9, 16 – 21, 28 – 32
Nodaway	64 North	34 West	1 – 3, 6, 7, 10 – 15, 18, 19, 22 – 27, 30, 31, 34 – 36
Nodaway	64 North	35 West	All sections 1 through 36
Nodaway	64 North	36 West	1 – 3, 10 – 15, 22 – 27, 34 – 36
Nodaway	64 North	37 West	26 – 35
Nodaway	64 North	38 West	25, 36
Nodaway	65 North	33 West	31, 32
Nodaway	65 North	34 West	34 – 36
Nodaway	65 North	35 West	31 – 34
Nodaway	65 North	36 West	34 - 36

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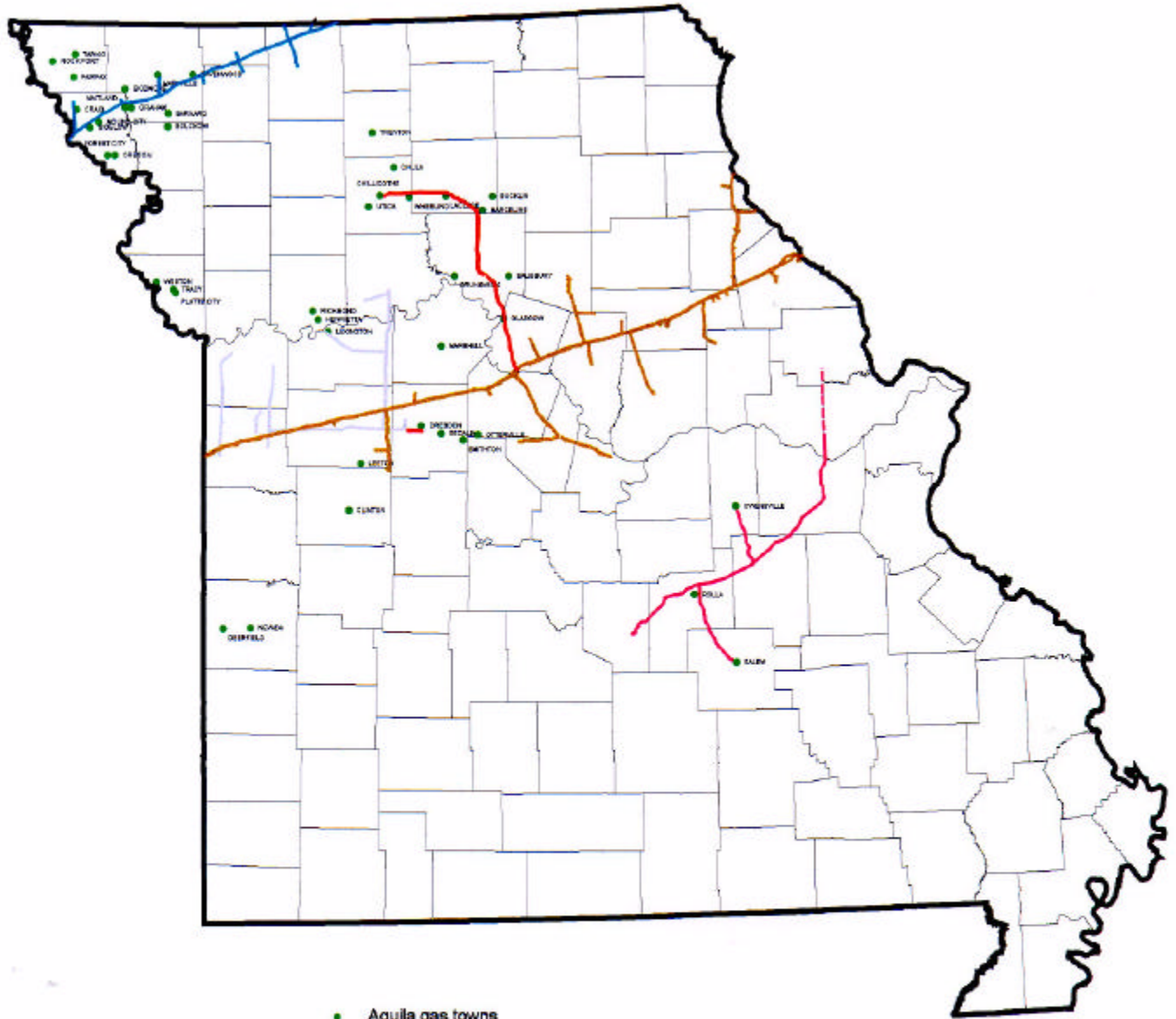
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Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**GAS SERVICE TERRITORY MAP**



- Aquila gas towns
- Aquila transmission lines
- ANR
- MGC
- - - MPC
- PEPL
- WNG

DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 8  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-MPS Service Territory

**RESIDENTIAL SERVICE  
RATE SCHEDULE RS-M**

AVAILABILITY

This service is available to all residential customers. A "residential" ("domestic") customer under this rate classification is a customer who purchases natural gas for "domestic use." "Domestic use" under this rate classification includes that portion of natural gas, which is ultimately consumed at a single-family or individually metered multiple-family dwelling, and shall apply to all such purchases regardless of whether the customer is the ultimate consumer. This schedule is intended to satisfy the provisions of Section 144.030(23) RSMo by establishing and maintaining a system and rate classification of "residential" to cause the residential sales and purchases of natural gas under this rate schedule to be considered as sales for domestic use.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in two parts that are added together. They consist of the customer charge and the energy charge. Other charges are provided for under the Rules and Regulations section.

RESIDENTIAL SERVICE

	<u>SOUTHERN SYSTEM (CIS RATE CODE MO001)</u>	<u>NORTHERN SYSTEM (CIS RATE CODE MO002)</u>	<u>EASTERN SYSTEM (CIS RATE CODE MO003)</u>
Customer Charge	\$ 15.00 per month	\$ 15.00 per month	\$ 15.00 per month
Energy Charge	\$ 0.26825 per Ccf	\$ 0.26825 per Ccf	\$ 0.26825 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-MPS Service Territory

<b>SMALL COMMERCIAL FIRM SERVICE RATE SCHEDULE SCF-M</b>
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AVAILABILITY

This service is available to all non-residential firm customers with annual usage less than 5,000 Ccf.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in two parts that are added together. They consist of the customer charge and the energy charge. Other charges are provided for under the Rules and Regulations section.

SMALL COMMERCIAL FIRM SERVICE

	<u>SOUTHERN SYSTEM (CIS RATE CODE MO051)</u>	<u>NORTHERN SYSTEM (CIS RATE CODE MO052)</u>	<u>EASTERN SYSTEM (CIS RATE CODE MO053)</u>
Customer Charge	\$25.00 per month	\$25.00 per month	\$25.00 per month
Energy Charge	\$ 0.26200 per Ccf	\$ 0.26200 per Ccf	\$ 0.26200 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 10  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-MPS Service Territory

**SMALL VOLUME FIRM SERVICE  
RATE SCHEDULE SVF-M**

AVAILABILITY

Available to all non-residential firm customers with annual usage of at least 5,000 Ccf but less than 40,000 Ccfs, for commercial and industrial use of gas, including heating.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in two parts that are added together. They consist of the customer charge and the energy charge. Other charges are provided for under the Rules and Regulations section.

SMALL VOLUME FIRM SERVICE

	<u>SOUTHERN SYSTEM (CIS RATE CODE MO051)</u>	<u>NORTHERN SYSTEM (CIS RATE CODE MO052)</u>	<u>EASTERN SYSTEM (CIS RATE CODE MO053)</u>
Customer Charge	\$ 50.00 per month	\$ 50.00 per month	\$ 50.00 per month
Energy Charge	\$ 0.19200 per Ccf	\$ 0.19200 per Ccf	\$ 0.19200 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

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P.S.C. MO. No. 1 Original Sheet No. 11  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
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FOR: All Communities and Rural Areas in the  
Aquila Networks-MPS Service Territory

**LARGE VOLUME FIRM GAS SERVICE  
RATE SCHEDULE LVF-M**

AVAILABILITY

Available to commercial and industrial customers whose annual natural gas requirements at a single address or location equal or exceed 40,000 Ccf. Service is subject to the approval of Company and to a contract to be entered into between the customer and Company, unless otherwise authorized.

RESTRICTIONS

Customers contracting for service at a single address or location under this rate schedule shall neither be eligible for, nor allowed to concurrently utilize natural gas transportation service under Rate Schedule LVT at that same address or location. Customers taking service under this rate schedule shall be required to purchase all of their natural gas requirements from Company.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in three parts that are added together. They consist of the customer charge, energy charge and demand charge. Other charges are provided for under the Rules and Regulations section.

	SOUTHERN SYSTEM (CIS RATE CODE MO281)	NORTHERN SYSTEM (CIS RATE CODE MO282)	EASTERN SYSTEM (CIS RATE CODE MO283)
Customer Charge	\$215.00 per month	\$215.00 per month	\$215.00 per month
Energy Charge	\$ 0.03790 per Ccf	\$ 0.03790 per Ccf	\$ 0.03790 per Ccf
Demand Charge, All Billing Demand	\$ 0.40000 per Ccf	\$ 0.40000 per Ccf	\$ 0.40000 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the sum of the customer charge plus the demand charge times the billing demand units.

BILLING DEMAND

For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company reserves the right to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 12  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
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FOR: All Communities and Rural Areas in the  
Aquila Networks-MPS Service Territory

<b>LARGE VOLUME FIRM GAS SERVICE (continued) RATE SCHEDULE LVF-M</b>
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The billing demand for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining billing demand use under such other rate schedule shall be treated as if this Rate Schedule applied thereto.

CHARACTER OF SERVICE

Company reserves the right to curtail service to customers served under this rate schedule due to system capacity or supply constraints in the order shown in Section 2.06 of Company's Gas Rules and Regulations.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri

INSTALLATION OF METERS AND REGULATORS

Company shall install, maintain and operate at no additional expense, at or near the point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to customer shall be measured. Company shall also install, maintain and operate at its own expense, at or near the point of delivery, such pressure regulating equipment as may be necessary. No charge shall be made by the customer for the use of the premises occupied by Company's metering and regulating equipment. Customer further agrees to provide access to telephone and electric service, as necessary, for the proper operation of the metering equipment.

CONTRACT

Company and each customer purchasing natural gas under this rate schedule shall enter into a sales contract. Copies of the Company's gas agreements may be found at [www.networks.aquila.com](http://www.networks.aquila.com).

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P.S.C. MO. No. 1 Original Sheet No. 13  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-MPS Service Territory

**LARGE VOLUME INTERRUPTIBLE GAS SERVICE  
RATE SCHEDULE LVI-M**

AVAILABILITY

Available to commercial and industrial customers whose annual natural gas requirements at a single address or location equal or exceed 40,000 Ccf. Service is subject to the approval of Company, to interruption at any time upon order of the Company, and to a contract to be entered into between the customer and Company, unless otherwise authorized.

RESTRICTIONS

Customers contracting for service at a single address or location under this rate schedule shall neither be eligible for, nor allowed to concurrently utilize natural gas transportation service under Rate Schedule LVT at that same address or location. Customers taking service under this rate schedule shall be required to purchase all of their natural gas requirements from Company.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in three parts that are added together. They consist of the customer charge, energy charge and demand charge. Other charges are provided for under the Rules and Regulations section.

	SOUTHERN SYSTEM (CIS RATE CODE MO281)	NORTHERN SYSTEM (CIS RATE CODE MO282)	EASTERN SYSTEM (CIS RATE CODE MO283)
Customer Charge	\$215.00 per month	\$215.00 per month	\$215.00 per month
Energy Charge	\$ 0.03790 per Ccf	\$ 0.03790 per Ccf	\$ 0.03790 per Ccf
Demand Charge, All Billing Demand	\$ 0.40000 per Ccf	\$ 0.40000 per Ccf	\$ 0.40000 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the sum of the customer charge plus the demand charge times the billing demand units.

BILLING DEMAND

For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company reserves the right to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 14  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-MPS Service Territory

**LARGE VOLUME INTERRUPTIBLE GAS SERVICE (continued)  
RATE SCHEDULE LVI-M**

The billing demand for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining billing demand use under such other rate schedule shall be treated as if this Rate Schedule applied thereto.

CHARACTER OF SERVICE

Company reserves the right to curtail service to customers served under this rate schedule due to system capacity or supply constraints in the order shown in Section 2.06 of Company's Gas Rules and Regulations.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri

INSTALLATION OF METERS AND REGULATORS

Company shall install, maintain and operate at no additional expense, at or near the point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to customer shall be measured. Company shall also install, maintain and operate at its own expense, at or near the point of delivery, such pressure regulating equipment as may be necessary. No charge shall be made by the customer for the use of the premises occupied by Company's metering and regulating equipment. Customer further agrees to provide access to telephone and electric service, as necessary, for the proper operation of the metering equipment.

CONTRACT

Company and each customer purchasing natural gas under this rate schedule shall enter into a sales contract. Copies of the Company's gas agreements may be found at [www.networks.aquila.com](http://www.networks.aquila.com).

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 15  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

<b>RESIDENTIAL SERVICE RATE SCHEDULE RS-L</b>
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AVAILABILITY

This service is available to all residential customers. A "residential" ("domestic") customer under this rate classification is a customer who purchases natural gas for "domestic use." "Domestic use" under this rate classification includes that portion of natural gas, which is ultimately consumed at a single-family or individually metered multiple-family dwelling, and shall apply to all such purchases regardless of whether the customer is the ultimate consumer. This schedule is intended to satisfy the provisions of Section 144.030(23) RSMo by establishing and maintaining a system and rate classification of "residential" to cause the residential sales and purchases of natural gas under this rate schedule to be considered as sales for domestic use.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in two parts that are added together. They consist of the customer charge and the energy charge. Other charges are provided for under the Rules and Regulations section.

RESIDENTIAL SERVICE

L&P SYSTEM  
(CIS RATE CODES MO004)

Customer Charge     \$ 10.00 per month  
Energy Charge        \$ 0.22950 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 16  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

<b>SMALL COMMERCIAL FIRM SERVICE RATE SCHEDULE SCF-L</b>
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AVAILABILITY

This service is available to all non-residential firm customers with annual usage less than 5,000 Ccf.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in two parts that are added together. They consist of the customer charge and the energy charge. Other charges are provided for under the Rules and Regulations section.

SMALL COMMERCIAL FIRM SERVICE

	L&P SYSTEM (CIS RATE CODES MO054)
Customer Charge	\$20.00 per month
Energy Charge	\$ 0.20650 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 17  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

<b>SMALL VOLUME FIRM SERVICE RATE SCHEDULE SVF-L</b>
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AVAILABILITY

Available to all non-residential firm customers with annual usage of at least 5,000 Ccf but less than 40,000 Ccfs, for commercial and industrial use of gas, including heating.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in two parts that are added together. They consist of the customer charge and the energy charge. Other charges are provided for under the Rules and Regulations section.

SMALL VOLUME FIRM SERVICE

L&P SYSTEM  
(CIS RATE CODE MO054)

Customer Charge     \$ 40.00 per month  
Energy Charge        \$ 0.17150 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 18  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

**LARGE VOLUME FIRM GAS SERVICE  
RATE SCHEDULE LVF-L**

AVAILABILITY

Available to commercial and industrial customer, whose annual natural gas requirements at a single address or location equal or exceed 40,000 Ccf. Service is subject to the approval of Company and to a contract to be entered into between the customer and Company, unless otherwise authorized.

RESTRICTIONS

Customers contracting for service at a single address or location under this rate schedule shall neither be eligible for, nor allowed to concurrently utilize natural gas transportation service under Rate Schedule LVT at that same address or location. Customers taking service under this rate schedule shall be required to purchase all of their natural gas requirements from Company.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in three parts that are added together. They consist of the customer charge, energy charge and demand charge. Other charges are provided for under the Rules and Regulations section.

	L&P SYSTEM (CIS RATE CODES MO284)
Customer Charge	\$200.00 per month
Energy Charge	\$ 0.03500 per Ccf
Demand Charge, All Billing Demand	\$ 0.40000 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the sum of the customer charge plus the demand charge times the billing demand units.

BILLING DEMAND

For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company reserves the right to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 19  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

<b>LARGE VOLUME FIRM GAS SERVICE (continued) RATE SCHEDULE LVF-L</b>
--

The billing demand for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining billing demand use under such other rate schedule shall be treated as if this Rate Schedule applied thereto.

CHARACTER OF SERVICE

Company reserves the right to curtail service to customers served under this rate schedule due to system capacity or supply constraints in the order shown in Section 2.06 of Company's Gas Rules and Regulations.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri

INSTALLATION OF METERS AND REGULATORS

Company shall install, maintain and operate at no additional expense, at or near the point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to customer shall be measured. Company shall also install, maintain and operate at its own expense, at or near the point of delivery, such pressure regulating equipment as may be necessary. No charge shall be made by the customer for the use of the premises occupied by Company's metering and regulating equipment. Customer further agrees to provide access to telephone and electric service, as necessary, for the proper operation of the metering equipment.

CONTRACT

Company and each customer purchasing natural gas under this rate schedule shall enter into a sales contract. Copies of the Company's gas agreements may be found at [www.networks.aquila.com](http://www.networks.aquila.com).

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 20  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

**LARGE VOLUME INTERRUPTIBLE GAS SERVICE  
RATE SCHEDULE LVI-L**

AVAILABILITY

Available to commercial and industrial customers whose annual natural gas requirements at a single address or location equal or exceed 40,000 Ccfs. Service is subject to the approval of Company, to interruption at any time upon order of the Company, and to a contract to be entered into between the customer and Company, unless otherwise authorized.

RESTRICTIONS

Customers contracting for service at a single address or location under this rate schedule shall neither be eligible for, nor allowed to concurrently utilize natural gas transportation service under Rate Schedule LVT at that same address or location. Customers taking service under this rate schedule shall be required to purchase all of their natural gas requirements from Company.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in three parts that are added together. They consist of the customer charge, energy charge and demand charge. Other charges are provided for under the Rules and Regulations section.

	L&P SYSTEM (CIS RATE CODES MO284)
Customer Charge	\$200.00 per month
Energy Charge	\$ 0.03500 per Ccf
Demand Charge, All Billing Demand	\$ 0.40000 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge plus the demand charge

BILLING DEMAND

For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company reserves the right to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 21  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

**LARGE VOLUME INTERRUPTIBLE GAS SERVICE (continued)  
RATE SCHEDULE LVI-L**

The billing demand for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining billing demand use under such other rate schedule shall be treated as if this Rate Schedule applied thereto.

CHARACTER OF SERVICE

Company reserves the right to curtail service to customers served under this rate schedule due to system capacity or supply constraints in the order shown in Section 2.06 of Company's Gas Rules and Regulations.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri

INSTALLATION OF METERS AND REGULATORS

Company shall install, maintain and operate at no additional expense, at or near the point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to customer shall be measured. Company shall also install, maintain and operate at its own expense, at or near the point of delivery, such pressure regulating equipment as may be necessary. No charge shall be made by the customer for the use of the premises occupied by Company's metering and regulating equipment. Customer further agrees to provide access to telephone and electric service, as necessary, for the proper operation of the metering equipment.

CONTRACT

Company and each customer purchasing natural gas under this rate schedule shall enter into a sales contract. Copies of the Company's gas agreements may be found at [www.networks.aquila.com](http://www.networks.aquila.com).

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Sheet No. 22  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P**  
**KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

TRANSPORTATION SERVICE NATURAL GAS
---------------------------------------

A. PURPOSE

The purpose of this program is to provide the Company's end-users additional flexibility in how they purchase and receive natural gas for their use. This program allows non-residential end-users the opportunity to purchase natural gas from a source other than the Company and make arrangements for the transportation of such natural gas on a firm and/or interruptible basis on the Company's distribution system.

1. Program Provisions. This program has the following major provisions:
  - (a) *Pipeline Capacity Assignment*: The program contains provisions for the Company to assign its firm pipeline capacity to the aggregator or end user in order for the aggregator to provide firm gas service to its aggregated pool. The daily scheduling, monthly balancing and monthly cash out provisions set forth below essentially mirror the same requirements the Company is required to follow (or will be expected to follow) in taking service from the interstate pipelines, Panhandle Eastern Pipe Line Company (PEPL), Williams Gas Pipelines-Central (Williams), and ANR Pipeline Company (ANR) serving the Company's Missouri systems.
  - (b) *Small and Large Volume Rate Schedules*: End users with annual usage of 5,000 to 39,999 Ccf qualify for small volume transportation service, and end users with annual usage of 40,000 Ccf or more qualify for the large volume transportation schedule.
  - (c) *Aggregation Permitted*. Under the terms of these tariff sheets, a non-residential end-user who desires to transport gas is permitted to combine its natural gas requirements with those other non-residential customers on the same rate schedule and pipeline in an aggregated pool for purposes of scheduling, nominations and gas purchasing.
  - (d) *Daily Scheduling*: As a condition of transporting, Customers need to comply with the requirement to match, within a certain tolerance and on a daily basis, nominations and consumption. This requirement relates to the necessity for the utility to manage the gas delivered to it for consumption by end-users. The capability to closely monitor daily transportation activity is critical to ensure that the utility is able to facilitate transportation service for the benefit of aggregators and end-users while reliably maintaining service to its sales customers.
  - (e) *Monthly Balancing*: In addition to matching nominations and consumption on a daily basis, Customers are required, within a specific tolerance, to be "in balance" on a monthly basis.
  - (f) *Monthly Cashouts*: The program provides a method each month for resolving on a cash basis the differences between nominations and consumption.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 23  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

<b>TRANSPORTATION SERVICE NATURAL GAS</b>
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2. Program Evaluation. During the term of the Small Volume transportation program, Company shall file annual reports, beginning with an initial report to be filed in January, 2004 showing the following information:
- (a) The number of aggregators actively forming aggregated pools on the Company's systems,
  - (b) The number of end-users electing to be served as part of aggregated pools,
  - (c) End-users requesting to leave aggregated pools and return to the Company's sales service, and
  - (d) The amount of interstate pipeline capacity assigned from Company to specific aggregators forming aggregated pools.
  - (e) Copies of all transportation contracts executed in the prior year.

**B. DEFINITIONS**

**AGGREGATION** - The practice of combining the nominations and balancing of gas delivered to more than one end-user from receipt point(s) served by a common pipeline. Aggregation of end-users is allowed only on a common pipeline. To qualify for aggregation service, end-users must be served by a common pipeline in the same pipeline operating zone, and be on the same rate schedule.

**AGGREGATION POOL** – A group of one or more end-users, with each end-use meter qualifying under the applicable rate schedule for transportation service. Any energy seller, supplier, marketer or broker that serves more than one end-user that is eligible to be pooled for the purpose of forming an aggregation pool will be deemed to be an aggregator, and will be required to execute a Marketer Agreement.

**AGGREGATOR** – An entity (such as an energy seller, marketer, supplier, or other entity) responsible for the aggregation of gas delivered to more than one end-user.

**BALANCING** - The effort to match the quantity of transport gas received by the Company for the account of an end-user or aggregator with the quantity of the gas delivered to end-user(s) for the account of that end-user.

**CRITICAL DAY (EXTREME CONDITIONS)** - Any day during which the Company and/or interstate pipeline service is limited due to capacity constraints, operational problems, or any other cause. End-user and aggregator notification shall be as determined by the pipeline; no additional communication by Company shall be required.

**CUSTOMER** – An energy seller, marketer, aggregator, supplier, or end-user of transportation service.



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 24  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

<b>TRANSPORTATION SERVICE NATURAL GAS</b>
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**DAILY NOMINATION REQUIREMENT** - The quantity of gas required to be delivered to Company at receipt point(s) for the account of an end-user or aggregator in order to meet: 1) end-user's or aggregator's daily requirement for flowing gas (gas physically delivered to end-user(s)), 2) losses, and 3) correction of end-user's or aggregator's out-of-balance condition existing at the end of the preceding gas day.

**DAILY SCHEDULING TOLERANCE** - The maximum quantity of gas at the end of any gas day, which Company will allow end-user or aggregator to be out-of-balance without additional charge. The daily scheduling tolerance shall be determined as five percent (5%) of daily nominations.

**DAY** - See GAS DAY.

**DELIVERIES** - The quantity of gas delivered by Company to end-user(s) for the account of aggregator.

**DELIVERY POINT** - The location where the Company's gas distribution facilities are interconnected with the end-user's facilities. This location is where the end-user or aggregator and the Company have agreed that all or part of the receipts for the account of end-user or aggregator will be transported and delivered by the Company.

**END-USER** - Any person, association, firm, public or private corporation, or any agency of the federal, state, or local government or other legal entity who physically accepts delivery from Company of gas transported hereunder.

**ENERGY SELLER** – Any person who uses, leases or controls the distribution system of a distributor or a political subdivision or any part thereof to sell energy services at retail within a political subdivision, other than a distributor or a political subdivision.

**GAS DAY** - The 24 hour period which begins at 9:00 a.m. Central Time and ends at 9:00 a.m. Central Time the following day.

**JOINT SERVICE** – A form of gas delivery or transportation service in which the customer is permitted to select and designate a portion of daily requirement as firm and/or interruptible. This capability is available only to customers with telemetry.

**LINE LOSS** - The quantity of gas used and/or lost as part of the Company's normal distribution system operation. Line loss charges will be the Company's system-wide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA and applied on a volumetric basis to the quantity of gas delivered to the end-user.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 25  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**TRANSPORTATION SERVICE  
NATURAL GAS**

**MARKETER AGREEMENT** – An agreement entered into between Company and aggregator specifying the service(s) requested by aggregator, method of billing and term of agreement.

**MAXIMUM DAILY QUANTITY (MDQ)** - The amount of gas a customer is expected to consume on a peak day, calculated by dividing the volumes consumed by a particular customer during the highest historical peak month of usage for that customer in the last three years by twenty (20). Company will estimate a peak month for new customers. A Maximum Daily Quantity may also be established through direct measurement or other means (i.e., estimating the peak day requirements after installation of new processing equipment or more energy efficient heating systems) if approved by Company.

**NOMINATION** - The quantity of gas that an end-user or aggregator causes to be delivered to Company at each Receipt Point during a gas day. The quantity nominated must be equalized as far as practicable over the twenty-four hour period and for the services provided hereunder is assumed to have been delivered to Company uniformly during each hour of the gas day.

**OPERATIONAL BALANCING AGREEMENT** - An agreement between the Company and an end-user or aggregator which describes the manner in which differences between actual receipts into the Company's system and nominated quantities into Company's system will be resolved between the parties.

**OPERATIONAL FLOW ORDER** - A notice issued by the Company to Customers requiring the delivery of specified quantities of gas to Company at times deemed necessary by the Company to maintain system integrity and to assure continued service. An Operational Flow Order may be issued to the smallest affected area. For example, a single receipt point, receipt points on a pipeline, or the entire system. Notification shall be via Company's electronic bulletin board (<http://www.gastrackonline.com>). Any Operational Flow Order (OFO) declared by the interstate pipeline is also an OFO Day on Company's affected area, but aggregator notification shall come from the pipeline.

**OUT-OF-BALANCE** - A condition where cumulative receipts fail to equal cumulative deliveries. A positive (excess) out-of-balance condition exists when receipts exceed deliveries. A negative (deficiency) out-of-balance condition exists when deliveries exceed receipts. When an end-user or aggregator is out-of-balance, the Company has either provided gas to the aggregator to meet an underage (deficiency), or stored gas for the end-user or aggregator to meet an overage (excess).

**OVERAGE** - An out-of-balance condition where receipts exceed deliveries. This condition reflects the cumulative extent receipts exceed deliveries since receipts and deliveries were last in balance. A positive (excess) out-of-balance condition is considered an overage.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 26  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**TRANSPORTATION SERVICE  
NATURAL GAS**

**RECEIPTS** - The quantity of gas actually delivered to Company for the account of an end-user or aggregator at receipt point(s).

**RECEIPT POINT** - The location where Company physically receives gas delivered to Company for the account of end-user or aggregator. This location is the interconnection between the Company and the entity responsible for the delivery of end-user or aggregator-owned gas to the Company. The receipt point is usually physically located at the town border station, upstream of the delivery point. The receipt point must be a location physically connected by Company facilities to the delivery point. If the Company can, operationally, contractually, and without adversely affecting the service to its other end-users, permit a customer to use a receipt point not physically connected through Company facilities to the delivery point(s), Company may waive the receipt point restriction.

**RECORDING EQUIPMENT** - Equipment which is capable of obtaining, accumulating, and storing data regarding gas flow for intervals equal to or less than twenty-four (24) hours in duration.

**SHUTOFF** - Service interruption initiated by Company, terminating service hereunder, to an end-user as a result of failure of end-user to pay Company for service or as a result of unsafe conditions.

**TELEMETRY** - Equipment capable of obtaining, accumulating, and transmitting real time data regarding the gas flow to a central location.

**TRANSPORTATION SERVICE** - The physical and/or contractual movement of gas through the Company's distribution system from receipt point(s) to delivery point(s).

**UNDERAGE** - An out-of-balance condition where deliveries exceed receipts. This condition reflects the cumulative extent that deliveries exceed receipts since deliveries and receipts were last in balance. A negative (deficiency) out-of-balance condition is considered an underage.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 27  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

<b>TRANSPORTATION SERVICE NATURAL GAS</b>
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**C. PIPELINE CAPACITY RELEASE**

The Company offers its end-users additional flexibility in how they purchase and receive gas for their use. End-users may purchase their gas directly from an energy seller, marketer, aggregator, supplier, or other entity and then, under the SVTS-M, SVTS-L, LVTS-M or LVTS-L rate schedules, decide which services will be used to bring the gas to their end-use location.

Consistent with the above and as a condition of customer being able to transfer from firm sales service to the Company's transportation rate schedules, customer agrees to accept pro-rata release of Company's pipeline capacity based on the firm peak day requirements for end-user's end use or for aggregator's end-users. The amount of pipeline capacity the end-user will be released will be calculated by determining the peak gas usage month that occurred within the past three (3) years for each of aggregator's end-users, then adding the quantity of gas consumed by each of aggregator's end-users in such peak month, and dividing that sum by 20.

The capacity will be released to the end-user or aggregator on a temporary recallable basis for up to twelve months for each end-user at the Company's weighted average cost. Pipeline transportation cost shall be derived from the pipeline transportation contracts that serve a customer. Only those contracts that provide service to a customer's service territory shall be considered when calculating cost. After the capacity is released, end-users and aggregators will deal directly with the interstate pipeline during the period of release on all matters concerning this capacity. In the event an end user changes marketers before the expiration of a pipeline capacity agreement, the end-user's capacity will revert to the Company for reassignment to the new aggregator or marketer.

If an end-user wishes to return to firm sales service, Company shall accept the end-user as a firm sales customer, provided the capacity needed to serve the customer also returns with the end-user or is otherwise available. However, the Company is not required to accept capacity from transportation customers returning to sales service.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 28  
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**AQUILA NETWORKS – MPS and L&P  
 KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
 Aquila Networks-MPS Service Territory

**TRANSPORTATION SERVICE  
 RATE SCHEDULE SVTS-M**

**D. RATE SCHEDULE SVTS-M**

1. Availability: Service under this rate schedule is available to Customers who cause gas to be delivered on a firm basis to individually metered, non-residential end-users whose individual annual usage is anticipated to be at least 5,000 Ccf, but less than 40,000 Ccf. This service will be available in all of the Company’s MPS service territories.
  
2. Service Considerations: Customers must execute a written contract for transportation service pursuant to this rate schedule. Gas transportation agreements and applicable documents are available at the Company’s electronic website, [www.networks.aquila.com](http://www.networks.aquila.com). All small volume transportation customers must install telemetry equipment or purchase the Balancing Service provided herein. Customers must reimburse the Company for the cost incurred by the Company to install telemetry equipment and for the cost of any other improvements made by the Company in order to provide this service. Service is provided for a minimum of six (6) months.
  
3. Monthly Charges: End-user’s monthly bill shall be determined as a sum of the following:

	SOUTHERN SYSTEM <u>(CIS RATE CODE MO01E)</u>	NORTHERN SYSTEM <u>(CIS RATE CODE MO01E)</u>	EASTERN SYSTEM <u>(CIS RATE CODE MO01E)</u>
End-user Charge	\$ 50.00 per month	\$ 50.00 per month	\$ 50.00 per month
Delivery charge, Usage (per Ccf)	\$ 0.19200 per Ccf	\$ 0.19200 per Ccf	\$ 0.19200 per Ccf

Interim Purchased Gas Adjustment Charges: End-users shall be charged the appropriate system’s ACA, Refund, TOP and TC factors as listed on Company’s sheet numbers 61-64. New customers or customers electing transportation service shall be charged the appropriate ACA charges for a period of one year after changing service to this schedule. These charges shall terminate after a customer has been served under this schedule for one year.

DATE OF ISSUE: August 1, 2003  
 ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Sheet No. 29  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-MPS Service Territory

TRANSPORTATION SERVICE  
RATE SCHEDULE SVTS-M (continued)

Mandatory Charges: Monthly bills to aggregators shall reflect the charges as described in Section E of this service schedule, including:

- Daily Out-of-Balance Charge
- Monthly Cash-out Charge
- Line Loss Charge
- Unauthorized Delivery Charge

Optional Services: Additional services may be selected, as described in Section I, including:

- Daily Balancing Service
- Aggregation Pooling Service
- Billing Service

4. Security: Aggregator shall provide Company with security for aggregator's performance hereunder in the form of a letter of credit or a performance bond in the amount of \$250,000.00 no later than ten (10) days prior to the date gas first flows to one or more of aggregator's end-users. Company reserves the right to periodically review the sufficiency of said security and, if deemed necessary as a prudent business practice, may require an increase in such amount.
5. General Rules, Regulations, Terms and Conditions: Service hereunder is subject to Company's General Rules and Regulations and applicable transportation provisions on file with the Missouri Public Service Commission.
6. Taxes: Service received under this tariff shall be conducted through energy sellers who have received certification from the Missouri Public Service Commission pursuant to 4 CSR 240-45.010 in compliance with Sections 393.297 through 393.301, RSMo.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 30  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-MPS Service Territory

**TRANSPORTATION SERVICE  
RATE SCHEDULE SVTS-M (continued)**

7. Experimental School Aggregation Program: Pursuant to Sec. 393.310.1 RSMo, the fee for aggregation and balancing services for schools aggregating gas requirements under this schedule shall be \$0.004 per Ccf during the twelve (12) month period following the approval date of this schedule. After the initial twelve (12) months of this program, the charges described in paragraphs H and I will apply to all small volume customers, including schools. No telemetry shall be required unless a facility is expected to consume over 100,000 Ccf annually. This experimental program shall be in effect from November 1, 2002 to June 30, 2005.
- a. Reporting. The Company shall, no later than June 1 in each year of the experimental program, provide records of the revenues and expenses incurred as a result of this experimental program. These records shall be provided to the Staff of the Missouri Public Service Commission and the Office of the Public Counsel, and shall be categorized in sufficient detail to permit the parties to determine what under- or over-recovery of expenses may exist at that time, and to determine what changes in rates, if any, may be appropriate to prevent any harm to the groups identified in RSMo Sec. 393.310. The Commission may, no later than November 1<sup>st</sup> of each year of the experimental program, implement any adjustments in rates it deems appropriate to comply with RSMo. 393.310.
1. Annual Cost True-Up. Company shall file annually on or about November 1 of each year to receive Commission approval to recover costs incurred to implement this experimental program. This cost recovery application may include first year costs that exceed the \$0.004 per Ccf limit contained in RSMo. 393.310, PGA-related costs and administrative costs incurred by the Company.
  2. Collection of Gross Receipts Taxes. The marketer or aggregator will collect gross receipts taxes applicable to the cost of gas purchased for end users. The marketer or aggregator may alternatively subscribe to Company's billing service, described in Section I.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 31  
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**AQUILA NETWORKS – MPS and L&P  
 KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
 Aquila Networks-MPS Service Territory

**TRANSPORTATION SERVICE  
 RATE SCHEDULE LVTS-M**

**D. RATE SCHEDULE LVTS-M**

1. Availability: Service under this rate schedule is available to Customers who cause gas to be delivered on a firm basis to individually metered, non-residential end-users whose individual annual usage is anticipated to equal or exceed 40,000 Ccf. This service will be available in all of the Company’s MPS service territories.
2. Service Considerations: Customers must execute a written contract for transportation service pursuant to this rate schedule. Gas transportation agreements and applicable documents are available at the Company’s electronic website, [www.networks.aquila.com](http://www.networks.aquila.com). All small volume transportation customers must install telemetry equipment or purchase the Balancing Service provided herein. Customers must reimburse the Company for the cost incurred by Company to install telemetry equipment and for the cost of any other improvements made by Company in order to provide this service. Service is provided for a minimum of six (6) months.
3. Monthly Charges: End-user’s monthly bill shall be determined as a sum of the following:

	SOUTHERN SYSTEM <u>(CIS RATE CODE MO01E)</u>	NORTHERN SYSTEM <u>(CIS RATE CODE MO01E)</u>	EASTERN SYSTEM <u>(CIS RATE CODE MO01E)</u>
End-user Charge	\$ 215.00 per month	\$ 215.00 per month	\$ 215.00 per month
Delivery charge, Usage (per Ccf)	\$ 0.03790 per Ccf	\$ 0.03790 per Ccf	\$ 0.03790 per Ccf
Demand Charge, All Billing Demand	\$ 0.40000 per Ccf	\$ 0.40000 per Ccf	\$ 0.40000 per Ccf

4. Interim Purchased Gas Adjustment Charges: End-users shall be charged the appropriate system’s ACA, Refund, TOP and TC factors as listed on Company’s sheet numbers 61-64. New customers or customers electing transportation service shall be charged the appropriate ACA charges for a period of one year after changing service to this schedule. These charges shall terminate after a customer has been served under this schedule for one year.
5. Billing Demand: For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

DATE OF ISSUE: August 1, 2003  
 ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 32  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-MPS Service Territory

**TRANSPORTATION SERVICE  
RATE SCHEDULE LVTS-M (continued)**

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company reserves the right to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

Mandatory Charges: Monthly bills to aggregators shall reflect the charges as described in Section E of this service schedule, including:

- Daily Out-of-Balance Charge
- Monthly Cash-out Charge
- Line Loss Charge
- Unauthorized Delivery Charge

Optional Services: Additional services may be selected, as described in Section I, including:

- Aggregation Pooling Service
- Billing Service

3. Security: Aggregator shall provide Company with security for aggregator's performance hereunder in the form of a letter of credit or a performance bond in the amount of \$250,000.00 no later than ten (10) days prior to the date gas first flows to one or more of aggregator's end-users. Company reserves the right to periodically review the sufficiency of said security and, if deemed necessary as a prudent business practice, may require an increase in such amount.
4. General Rules, Regulations, Terms and Conditions: Service hereunder is subject to Company's General Rules and Regulations and applicable transportation provisions on file with the Missouri Public Service Commission.
5. Taxes: Service received under this tariff shall be conducted through energy sellers who have received certification from the Missouri Public Service Commission pursuant to 4 CSR 240-45.010 in compliance with Sections 393.297 through 393.301, RSMo.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Sheet No. 33  
Canceling P.S.C. MO. No. Original Sheet No.

AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

TRANSPORTATION SERVICE  
RATE SCHEDULE SVTS-L

D. RATE SCHEDULE SVTS-L

- 2. Availability: Service under this rate schedule is available to Customers who cause gas to be delivered on a firm basis to individually metered, non-residential end-users whose individual annual usage is anticipated to be at least 5,000 Ccf, but less than 40,000 Ccf. This service will be available in all of the Company’s L&P service territory.
- 2. Service Considerations: Customers must execute a written contract for transportation service pursuant to this rate schedule. Gas transportation agreements and applicable documents are available at the Company’s electronic website, [www.networks.aquila.com](http://www.networks.aquila.com). All small volume transportation customers must install telemetry equipment or purchase the Balancing Service provided herein. Customers must reimburse the Company for the cost incurred by the Company to install telemetry equipment and for the cost of any other improvements made by the Company in order to provide this service. Service is provided for a minimum of six (6) months.
- 3. Monthly Charges: End-user’s monthly bill shall be determined as a sum of the following:

<u>Service Territory:</u>	<b>L&amp;P System</b>
<u>End-user Charge:</u>	\$40.00
<u>Delivery Charge</u>	
Usage (per Ccf)	\$ 0.17150

- 4. Interim Purchased Gas Adjustment Charges: End-users shall be charged the appropriate system’s ACA, Refund, TOP and TC factors as listed on Company’s sheet numbers 61-64. New customers or customers electing transportation service shall be charged the appropriate ACA charges for a period of one year after changing service to this schedule. These charges shall terminate after a customer has been served under this schedule for one year.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Sheet No. 34  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

TRANSPORTATION SERVICE  
RATE SCHEDULE SVTS-L (continued)

Mandatory Charges: Monthly bills to aggregators shall reflect the charges as described in Section E of this service schedule, including:

- Daily Out-of-Balance Charge
- Monthly Cash-out Charge
- Line Loss Charge
- Unauthorized Delivery Charge

Optional Services: Additional services may be selected, as described in Section I, including:

- Daily Balancing Service
- Aggregation Pooling Service
- Billing Service

3. Security: Aggregator shall provide Company with security for aggregator’s performance hereunder in the form of a letter of credit or a performance bond in the amount of \$250,000.00 no later than ten (10) days prior to the date gas first flows to one or more of aggregator’s end-users. Company reserves the right to periodically review the sufficiency of said security and, if deemed necessary as a prudent business practice, may require an increase in such amount.
4. General Rules, Regulations, Terms and Conditions: Service hereunder is subject to Company’s General Rules and Regulations and applicable transportation provisions on file with the Missouri Public Service Commission.
5. Taxes: Service received under this tariff shall be conducted through energy sellers who have received certification from the Missouri Public Service Commission pursuant to 4 CSR 240-45.010 in compliance with Sections 393.297 through 393.301, RSMo.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 35  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

**TRANSPORTATION SERVICE  
RATE SCHEDULE SVTS-L (continued)**

8. Experimental School Aggregation Program: Pursuant to Sec. 393.310.1 RSMo, the fee for aggregation and balancing services for schools aggregating gas requirements under this schedule shall be \$0.004 per Ccf during the twelve (12) month period following the approval date of this schedule. After the initial twelve (12) months of this program, the charges described in paragraphs H and I will apply to all small volume customers, including schools. No telemetry shall be required unless a facility is expected to consume over 100,000 Ccf annually. This experimental program shall be in effect from November 1, 2002 to June 30, 2005.
- a. Reporting. The Company shall, no later than June 1 in each year of the experimental program, provide records of the revenues and expenses incurred as a result of this experimental program. These records shall be provided to the Staff of the Missouri Public Service Commission and the Office of the Public Counsel, and shall be categorized in sufficient detail to permit the parties to determine what under- or over-recovery of expenses may exist at that time, and to determine what changes in rates, if any, may be appropriate to prevent any harm to the groups identified in RSMo Sec. 393.310. The Commission may, no later than November 1<sup>st</sup> of each year of the experimental program, implement any adjustments in rates it deems appropriate to comply with RSMo. 393.310.
1. Annual Cost True-Up. Company shall file annually on or about November 1 of each year to receive Commission approval to recover costs incurred to implement this experimental program. This cost recovery application may include first year costs that exceed the \$0.004 per Ccf limit contained in RSMo. 393.310, PGA-related costs and administrative costs incurred by the Company.
  2. Collection of Gross Receipts Taxes. The marketer or aggregator will collect gross receipts taxes applicable to the cost of gas purchased for end users. The marketer or aggregator may alternatively subscribe to Company's billing service, described in Section I.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Sheet No. 36
Canceling P.S.C. MO. No. Original Sheet No.

AQUILA NETWORKS – MPS and L&P
KANSAS CITY, MO 64138

FOR: All Communities and Rural Areas in the
Aquila Networks-L&P Service Territory

TRANSPORTATION SERVICE
RATE SCHEDULE LVTS-L

D. RATE SCHEDULE LVTS-L

- 1. Availability: Service under this rate schedule is available to Customers who cause gas to be delivered on a firm basis to individually metered, non-residential end-users whose individual annual usage is anticipated to equal or exceed 40,000 Ccfs. This service will be available in all of the Company's L&P service territory.
2. Service Considerations: Customers must execute a written contract for transportation service pursuant to this rate schedule. Gas transportation agreements and applicable documents are available at the Company's electronic website, www.networks.aquila.com. All small volume transportation customers must install telemetry equipment or purchase the Balancing Service provided herein. Customers must reimburse the Company for the cost incurred by the Company to install telemetry equipment and for the cost of any other improvements made by the Company in order to provide this service. Service is provided for a minimum of six (6) months.
3. Monthly Charges: End-user's monthly bill shall be determined as a sum of the following:

Table with 2 columns: Charge Type and Amount. Rows include Service Territory (L&P System (CIS Rate Code MO504)), End-user Charge (\$200.00), Delivery Charge Usage (per Ccf) (\$0.03500), and Demand Charge Usage (per Ccf) (\$ 0.40000).

- 3. Interim Purchased Gas Adjustment Charges: End-users shall be charged the appropriate system's ACA, Refund, TOP and TC factors as listed on Company's sheet numbers 61-64. New customers or customers electing transportation service shall be charged the appropriate ACA charges for a period of one year after changing service to this schedule. These charges shall terminate after a customer has been served under this schedule for one year.
4. Billing Demand: For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Sheet No. 37  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
Aquila Networks-L&P Service Territory

**TRANSPORTATION SERVICE  
RATE SCHEDULE LVTS-L (continued)**

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company reserves the right to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

Mandatory Charges: Monthly bills to aggregators shall reflect the charges as described in Section E of this service schedule, including:

- Daily Out-of-Balance Charge
- Monthly Cash-out Charge
- Line Loss Charge
- Unauthorized Delivery Charge

Optional Services: Additional services may be selected, as described in Section I, including:

- Aggregation Pooling Service
- Billing Service

5. Security: Aggregator shall provide Company with security for aggregator's performance hereunder in the form of a letter of credit or a performance bond in the amount of \$250,000.00 no later than ten (10) days prior to the date gas first flows to one or more of aggregator's end-users. Company reserves the right to periodically review the sufficiency of said security and, if deemed necessary as a prudent business practice, may require an increase in such amount.
6. General Rules, Regulations, Terms and Conditions: Service hereunder is subject to Company's General Rules and Regulations and applicable transportation provisions on file with the Missouri Public Service Commission.
7. Taxes: Service received under this tariff shall be conducted through energy sellers who have received certification from the Missouri Public Service Commission pursuant to 4 CSR 240-45.010 in compliance with Sections 393.297 through 393.301, RSMo.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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 Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
 KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
 Receiving Natural Gas Service

**TRANSPORTATION SERVICE - FLEXIBLE RATES  
 RATE SCHEDULE LVTS-F**

Company may from time to time at its sole discretion reduce its maximum charge for transportation service by any amount down to the minimum transportation charge for customers who have alternate energy sources (other than natural gas), which on an equivalent Btu basis, can at a point in time be shown by the customer to be less than the sum of Company's maximum transportation rate and the cost of natural gas available to the customer. Such reductions will only be permitted if, in 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.

Company will reduce its maximum transportation charge on a case-by-case basis only after the customer demonstrates to Company's satisfaction that a feasible alternate energy source exists.

Company and each customer shall enter into a letter or memorandum agreement of a duration not longer than 60 days which specifies the rate to be charged thereunder. Company is authorized to charge the rates and to provide service in accordance with the terms and conditions of the letter or memorandum agreement. Such terms and conditions shall not bind the Commission for ratemaking purposes

**CHARGES**

<u>Service Territory:</u>	<b>MPS System</b>	<b>L&amp;P System</b>
	CIS Rate Code MO---	CIS Rate Code MO---
<u>Customer Charge</u> (per month)	\$215.00	\$200.00
 <u>Maximum Charge</u> (per Ccf transported)	\$ 0.03790	\$0.03500
Billing Demand (per Ccf)	\$0.40000	\$0.40000
 <u>Minimum Charge</u> (per Ccf transported)	\$ 0.00100	\$ 0.00100

**BILLING DEMAND**

For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company reserves the right to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

DATE OF ISSUE: August 1, 2003  
 ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 39  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**TRANSPORTATION SERVICE - SPECIAL CONTRACT RATES  
RATE SCHEDULE LVTS-SC**

Company may, in instances where it faces competition from alternate suppliers of natural gas, enter into special transportation rate contracts with industries or other large consumers on such terms and conditions as may be agreed upon by the parties and which, in Company's sole discretion, are deemed necessary to retain services to an existing customer or, to reestablish service to a previous customer or to acquire new customers. The rates agreed upon by Company and customer shall not exceed the maximum transportation charges nor be less than the minimum transportation charges otherwise applicable to customer. All such contracts shall be furnished to the Commission staff and the Office of Public Counsel and shall be subject to the Commission's jurisdiction.

Upon compliance with this tariff provision, Company is authorized to charge the rates so contracted and to otherwise provide service pursuant to the terms and conditions of the contract. The terms and conditions of any such contract shall not bind the Commission for ratemaking purposes and shall not apply to the recovery provisions contained in the Purchased Gas Adjustment Clause except as follows:

Pursuant to the review of contracts entered into with the following customers in Case No. GR-93-172, Company is allowed to waive Take-or-Pay and/or Transition Cost charges (as otherwise required by the PGA Clause) to the following Special Transportation Contract customers:

The City of Marshall, Missouri  
Pittsburg Corning



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**TRANSPORTATION SERVICE  
NATURAL GAS**

**F. NOMINATIONS**

1. Requirements. Customers are required to nominate daily. Customers requesting volumes to flow on the first day of any month must contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board, known as Gas Track Online (<http://www.gastrackonline.com>), and inform them of the volumes to be transported by receipt point(s) and delivery point(s). First of the month nominations and daily nominations via the Internet are due by 11:30 a.m. Central Time one day before the gas flows. Intra-day nomination for the 2<sup>nd</sup> through the 31<sup>st</sup> days of a month will be accepted until 5:00 p.m. Central Time one day before the gas flows. A confirmed pipeline nomination will also be accepted on a best effort basis on the day of gas flow.
2. Special Requirements. All Small Volume sales customers switching to transportation service will be assigned a Maximum Daily Quantity (MDQ) Level, as defined herein. Under certain circumstances the Company may, at its option, require customers to deliver and confirm its MDQ to the LDC receipt point up to a cumulative 10 days (in addition to interstate pipeline OFO and critical days) during the months of November through March. If MDQ delivery does not occur, then customer must curtail to the level of their confirmed nomination. Confirmation occurs when the Company receives confirmed nomination from the interstate pipeline. Delivery at MDQ may be required if:
  1. The interstate pipeline calls a Critical Day Order.
  2. The interstate pipeline calls an Operational Flow Order,
  3. The Company calls a Critical Day Order.
  4. The Company calls an Operational Flow Order.

In (1) and (2) above, the Customer must, without notice from the Company, deliver its MDQ to the LDC receipt point. In (3) and (4) above, the Company will give the Customer 25 hours notice prior to the start of the gas day. If the Customer fails to deliver its MDQ as required in (1), (2), or (3), the Company shall assess a penalty to the Customer for each Mcf that the Customer fails to deliver in an amount equal to the highest daily penalty applicable to the Operational Flow Order or Critical Day, as defined by the interstate pipeline in its tariff. If the Company has not called a Critical Day but has issued an Operational Flow Order (4), and the customer fails to deliver its MDQ, then the Company will assess a penalty to customer in an amount equal to that identified in Paragraph I for each Mcf that the customer failed to deliver.

**G. BALANCING**

To assure system integrity, the customer is responsible for: 1) providing daily scheduling of deliveries which accurately reflect the customer's expected consumption, and 2) balancing deliveries to the Company' system with volumes consumed at the delivery points and adjusted for Lost and Unaccounted gas. Failure to fulfill these responsibilities will result in the Customer incurring balancing and/or scheduling charges as described below.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

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<b>TRANSPORTATION SERVICE NATURAL GAS</b>
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1. Daily Balancing Charges. A daily charge shall apply to any aggregator or end user served through ANR, Panhandle Eastern Pipeline Company or any other pipeline that subsequently adopts daily scheduling charges, and whose out-of-balance condition exceeds the daily scheduling tolerance. This daily charge is applied to the daily quantities by which the customer's out-of-balance condition exceeds the daily scheduling tolerance. Actual daily delivery quantities shall be used to determine the out-of-balance condition for customers with recording equipment or telemetry. Estimated daily delivery quantities shall be used to determine the out-of-balance condition for customers without recording equipment or telemetry, or whenever such equipment malfunctions. Estimated daily delivery quantities shall be determined based on available data including nominated quantities, meter readings, customer load characteristic, actual weather conditions, and other information. This daily charge is accumulated and assessed monthly. This charge is in addition to the charges set forth in each of the company's transportation rate schedules. For each pipeline, the FERC approved charges apply. See Section K.
2. Monthly Imbalances. The difference between monthly confirmed nominated volumes and actual consumption will be charged to and/or credited to the Customer (cashed out) using the indices shown in Section K, plus pipeline fuel, pipeline capacity and commodity charges. In addition, the cash out price is tiered to encourage good performance and discourage supply price arbitrage using the LDC as a supply bank.

H. MANDATORY CHARGES

The following charges shall apply to Customers taking service under the Company's transportation rate schedules:

1. Daily Out-of-Balance Charge: A daily charge shall apply to any Customer served through ANR, PEPL or any other pipeline that subsequently adopts daily scheduling charges, and whose out-of-balance condition exceeds the daily scheduling tolerance during a critical day or when an operational flow order is imposed. This daily charge is applied to the daily quantities by which Customer's out-of-balance condition exceeds Customer's daily scheduling tolerance. Actual daily delivery quantities shall be used to determine the out-of-balance condition for end-users with recording equipment or telemetry. Estimated daily delivery quantities shall be used to determine the out-of-balance condition for end-users without recording equipment or telemetry, or where such equipment malfunctions. Estimated daily delivery quantities shall be determined based on available data, including nominated quantities, meter readings, end-user load characteristics, actual weather conditions and other information.

On critical days or when operational flow orders have been declared, daily out-of-balance charges otherwise applicable shall be waived if Customer is in an overage condition.

On critical days or when operational flow orders have been declared, the daily scheduling charges will be applied according to the tables shown in Section K.

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2. Monthly Cash-Out Charge: At the end of each calendar month, the Customer is required to balance its receipts and deliveries. Any variance between the Customer's receipts and deliveries will result in the "cash-out" of imbalance volumes. See Section K.
3. Line Loss Charge: Line loss charges will be the Company's system-wide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to the end-user.
4. Penalties for Unauthorized Takes: If a customer fails to curtail its use of gas when requested to do so by the Company, the customer shall be billed at the transportation charge plus the cost of gas the Company secures for the customer, plus the greater of either the pipeline daily delivery variance charges or \$2.00 per Ccf, for gas used in excess of the volumes of gas to which the customer is limited. Revenues related to unauthorized takes will be credited to the Company's PGA. The Company may in addition disconnect customer's supply of gas if the customer fails to curtail its use thereof when requested by the Company to do so. Curtailment of transportation volumes will take place according to the priority class, which the end-user would have been assigned if it were purchasing gas from the Company. During curtailment, the end-user is entitled to a credit equal to the difference between the volumes delivered to the Company and those received by the end-user, adjusted for lost, unaccounted-for and company used gas.

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**I. OPTIONAL SERVICES**

The following optional services are available to certain customers, who may choose the services that best serve their needs. Aggregators shall designate on their Marketer Agreement which, if any of the following services they desire. All charges for Optional Services are in addition to the monthly charges in the Company's transportation rate schedule.

1. Balancing Service: This service is available to end-users under the SVTS rate schedules. Under this optional service, Customers are provided additional flexibility in being able to balance their receipts with deliveries on a monthly basis. Small Volume Customers may negotiate a tolerance window and various cash-out rates for overage and underage conditions. Customers who elect transportation service may purchase the service in lieu of meeting Company's Transportation Tariff requirements for the installation of telemetry and daily scheduling requirements. Customers choosing this balancing service must submit a daily nomination to Company for those days the service is used. The special requirements for nominations, found in Paragraph F, apply to this service. The cost of the service is \$0.0075 per Ccf transported on Company's system. Revenues collected from the provision of this service will be credited to the overall general system gas cost through Company' PGA mechanism. This monthly charge is in addition to the monthly charges set forth in Company's service rate schedules.
2. Aggregation Pooling Service: A Customer may combine a group of end-users situated behind multiple town border stations (TBS) and served by a common pipeline with the same balancing provisions, the same transportation rate schedule and the same interstate pipeline operational zone. If a Marketer purchases this aggregation service, the aggregated group will be considered as one Customer for purposes of calculating the daily scheduling penalties and monthly imbalances, i.e., individual Customer nominations and consumption will be summed and treated as if they were one Customer. This does not include aggregation of fixed costs or customer charges. The cost of this aggregation service is \$0.004 per Ccf of gas delivered to the aggregated group. Revenues received from this service shall be credited to the Company's PGA mechanism. If the Customer purchases this service, the aggregated pools will be considered as one aggregated pool for the purposes of calculating daily out-of-balance charges; however, during Critical and OFO Days nominating and balancing will be required by the affected receipt and delivery points.
3. Billing Service: Company will provide an integrated billing service for aggregators for a monthly fee equal to \$1.00 multiplied by each end-user service point.

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J. TERMS AND CONDITIONS

The following terms and conditions shall apply to aggregators, and end-users where applicable, taking service under Company's applicable rate schedule:

1. Balancing: Customer shall have the obligation to balance on both a daily *and* monthly basis, gas receipts (transportation gas delivered to Company at the receipt point), with Ccfally equivalent gas deliveries (transportation gas delivered by Company to end user(s) at the delivery point(s)). The difference between cumulative receipts and cumulative deliveries is considered an out-of-balance condition. Upon termination of service hereunder, either the Customer shall purchase sufficient quantities of gas to satisfy any negative out-of-balance condition or the Company shall purchase Customer's positive out-of-balance quantities. These purchases shall be completed in accordance with the provisions of Company's monthly cash-out provisions. In addition, Customer shall be responsible for any other applicable charge(s) set forth in Company's rate schedules. Delivery from systems with a single source of gas supply will use the transporting entity's statement as to volumes and heating value shall be taken as conclusive. Delivery from systems with multiple sources of gas supply shall be determined based on the heating value of the gas delivered to the end-user to determine the requirement for Ccfal balancing.
2. Billing: The order of gas delivery for purposes of billing calculations will initially be to utilize Customer-owned gas, including correction of any imbalance conditions and then utilize sales gas based on Company's applicable tariffs.
3. Curtailment/Interruption of Service: Transportation service provided by Company is based on Company's best efforts to deliver gas received for the account of the Customer. In the event of force majeure or system capacity limitations, it may be necessary to interrupt deliveries from time to time. If transportation service interruption or curtailment is required, Company shall endeavor to curtail deliveries on the affected parts of its system in the following order: Large Volume, General Service and Residential

If Company is required to curtail transportation service, then such interruptions or curtailments shall be governed by Company's curtailment provisions associated with sales gas service, which are contained in Section 3.07 of Company's Rules and Regulations -- Gas.

Notwithstanding any provision to the contrary herein, Company may fully or partially curtail service to transportation service end-users when, in Company's opinion, curtailment or interruption is necessary to protect the delivery of gas to general system customers with higher priority uses, or to protect the integrity of its system. Company shall allocate, as equitably as practicable, the capacity that is available, taking into consideration priority of use or other factors it deems necessary to ensure public health and safety.

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4. Delinquent Payment Penalty: A late payment charge in an amount equal to one and one-half percent (1.5%) of the delinquent amount owed for current service will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the twenty-first (21<sup>st</sup>) day after the date of billing.
5. Facility: Shall include all meters serving buildings under common ownership behind the same town border station.
6. Delivery Volume Requirement: The Company is not required to deliver volumes of gas in excess of receipts.
7. Failure to Comply: If aggregator or end-user fails to comply with or perform any of the obligations of its part, the Company shall have the right to give the aggregator or end-user written notice of the Company's intention to terminate the transportation service on account of such failure. The Company shall then have the right to terminate such transportation service after the expiration of five days after giving said notice, unless the aggregator or end-user shall make good such failure. Termination of such transportation service for any such cause shall be a cumulative remedy as to the Company, and shall not release the aggregator or end-user from its obligation to make payment of any amount or amounts due or to become due from the aggregator or end-user to the Company under the applicable schedule. In order to resume transportation service after termination of service hereunder, it shall be necessary for the end-user to reapply for service.
8. Force Majeure: The term "force majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts, material or equipment or labor shortages, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipes, freezing of wells or pipelines, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome. If either the Company, aggregator or end-user is rendered unable by force majeure to wholly or in part carry out its obligations under the provisions of any rate schedule, the obligations of the party affected by such force majeure, other than the obligation to make payments there under, shall be suspended during the continuance of any inability so caused but for no longer period; and such cause shall, in so far as possible, be remedied with all reasonable dispatch. Notwithstanding the foregoing, the service provided by Company hereunder is limited to the transportation of aggregator or end-user owned gas received by the Company for the account of aggregator or end-user. In the event of a force majeure condition that restricts or limits aggregator's or end-user's ability to cause to be delivered to Company gas for the account of

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the aggregator or end-user, Company is under no obligation to deliver gas to aggregator or end-user. Company is under no obligation to deliver gas to the aggregator or end-user for the account of aggregator or end-user that has not been received by the Company for the account of aggregator or end-user.

9. Gas Quality: All end-user-owned gas transported hereunder shall be of commercial quality. If the gas tendered for transportation is not of commercial quality or is gas which will adversely impact the gas stream of Company, said gas shall not be transported.
10. Gas Supply: Customer shall arrange for the purchase of gas other than Company's supply and for the delivery of such gas to a Company receipt point(s). End-user shall execute a written End-User Verification Form for transportation services pursuant to the applicable rate schedule containing such terms and conditions as may be reasonably required.
11. Joint Rate Transportation Service: Refers to the purchase of gas transportation service, which includes a level of firm and interruptible interstate pipeline capacity. Transportation service will not commence until the Customer files with the Company a completed Service Request Form and all other applicable documentation. Company shall be deemed to have title to transportation gas, as necessary, to arrange interstate pipeline transportation to Company' system.
12. Laws, Regulations, and Orders: All agreements and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules, and regulations of any legislative body, or duly constituted authority now or hereafter having jurisdiction and shall be varied and amended to comply with or conform to any valid rule, regulation, order, or direction of any board, tribunal, or administrative agency with jurisdiction that affects any of the provisions of the agreement.
13. Liability: Gas shall be and shall remain the property of the aggregator or end-user while being transported and delivered by the Company. The Company shall not be liable to the aggregator or end-user for any loss arising from or out of gas transportation service while in the Company's system or for any other cause, except for gross or willful negligence of the Company's own employees. The Company reserves the right to commingle gas of the aggregator or end-user with other gas supplies. The aggregator or end-user shall be responsible for determining the extent of and maintaining all insurance it deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.
14. Marketer Agreement: Each prospective aggregator is required to execute a Marketer Agreement, which shall specify the service(s) requested by the aggregator, the method under which the aggregator elects to be billed, and the term of the agreement. Regardless of billing arrangements elected, the aggregator shall be responsible for payment for all service(s) provided.

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15. Measurement: All transport gas shall be measured on a volumetric basis. Measurement shall be based on available information regarding volumes received and delivered, pressure and temperature conditions, and energy content of the gas stream. Company shall determine the measurement equipment required to determine the receipts and deliveries of end-user owned gas transported hereunder.
16. Minimum Term: The minimum term of service shall be 6 months for transportation schedules SVTS-M and SVTS-L and one year for schedules LVTS-M and LVTS-L. The Company, at its sole discretion, may allow a term less than the one (1) year or six (6) month minimums.
17. Nomination: Customers are required to nominate daily. Customers requesting volumes to flow on the first day of any month must contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board, known as Gas Track Online (<http://www.gastrackonline.com>), and inform them of the volumes to be transported by receipt point(s) and delivery point(s). First of the month nominations and daily nominations via the Internet are due by 11:30 a.m. Central Time one day before the gas flows. Intra-day nomination for the 2<sup>nd</sup> through the 31<sup>st</sup> days of a month will be accepted until 5:00 p.m. Central Time one day before the gas flows. A confirmed pipeline nomination will also be accepted on a best effort basis on the day of gas flow. Any nomination that may take unfair advantage of any tariff provision may be rejected or changed by the Company.
18. Notices Required to Transport or Return to Sales Service: Customers shall notify the Company a minimum of fourteen (14) days prior to the beginning of the end-user's meter-reading cycle of their intent to begin or change service under the applicable transportation rate schedule through the filing of an End-User Verification Form or addendum thereto with the Company. Any addition, deletion or change in end-user transportation service shall occur at the start of the end-user's billing cycle. Notification shall include aggregator and end-user names and addresses; receipt and delivery point(s) to be nominated; service(s) to be subscribed for; billing information; and other information as the Company or aggregator may deem appropriate. Transportation service will not commence until the end-user has executed a written End-User Verification Form with the Company. Aggregators who notify Company on behalf of end-users of their intent to provide transportation service to an end-user without the end-user's approval shall pay a penalty of \$100 per end-user occurrence. Repeated occurrences by aggregator will result in the aggregator not being permitted to continue transportation service. Any energy seller, supplier, marketer or broker that serves more than one end-user that is eligible to be pooled for the purpose of forming an aggregation pool will be deemed to be an aggregator, and will be required to execute a Marketer Agreement.



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19. Operational Flow Order Penalty: Aggregators who fail to deliver to Company for the account of end-user(s) specified operational flow ordered quantities of gas shall be billed appropriate "Unauthorized Delivery" charges. Aggregators who repeatedly fail to deliver to Company specified operational flow order quantities of gas will not be permitted to continue transportation service.
  
20. Pipeline Charges. Any specific charges that Company incurs from the pipeline on behalf of customer will be passed through to that customer. Such charges include but are not limited to those that may be imposed by an applicable pipeline as set forth in paragraphs H and I.
  
21. Recording and Telemetry Equipment: The Company shall notify end-users if existing equipment is not sufficient to measure service under the applicable rate schedule. If so, the Company may install such equipment as it deems necessary. The company shall be allowed access for maintaining and operating such equipment. The end-user shall be responsible for the costs associated with the Company acquiring and installing recording and/or telemetry equipment at the delivery point. When telemetry equipment is installed, the end-user will be required to provide telephone or other interfaces agreed to by the Company along with electrical connections available at the meter location. If recording and/or telemetry equipment is deemed necessary, but the end-user is unwilling or unable to pay for the cost of such equipment, then the end-user may return to sales service, provided all other requirements of Section 18 have been met. All Small Volume transportation customers must have the company install telemetry equipment or purchase the Balancing Service provided in Section J.1 herein. Customers must reimburse the Company for the cost incurred by Company to install telemetry equipment and for the cost of any other improvements made by Company in order to provide this transportation service. The customer shall also provide telephonic access and service to this telemetry equipment. The Company will offer financing for periods up to 90 days interest free. The Company will offer financing with interest to a customer to pay for the installation of telemetry equipment for a period of more than 90 days but not more than 12 consecutive months on a non-regulated basis. The telemetry equipment and any other improvements made by the Company shall remain the property of the Company, and will be maintained by the Company.
  
22. Service Agreement Required: Customer shall execute a written contract for transportation service containing such terms and conditions as the company reasonably requires. Gas transportation agreements and applicable documents are available at the Company's electronic website, [www.networks.aquila.com](http://www.networks.aquila.com). The Company will provide a written copy of the agreements if requested by the customer.

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23. Successors and Assigns: Any party which shall succeed by purchase, merger, or consolidation, in whole or in part, to the interests of any aggregator or end-user, shall be subject to the obligations of its predecessor in title under an agreement. No other assignment of an agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld. Any party may assign its respective right, title, and interest in and to under an agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such assignee becoming in any respect obligated to perform the obligation of the assignor under an agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any state in which performance of an agreement may occur.
24. Termination of Participation: End-Users shall notify the company whenever an end-user ceases to be a part of the aggregator's pool. Termination of participation in an aggregator's pool by an end-user, whether by choice of aggregator or end-user, may necessitate a determination by the company of the amount of capacity needed to serve the end-user. Capacity initially assigned and necessary to service end-user shall remain with the end-user. End-users that choose service from another aggregator must notify the company with a signed End-User Verification Form. Forms are available from aggregators or the Company via GasTrack Online. Notification is required at least fourteen (14) days prior to the nomination deadline for the first day of the end-user's billing cycle. If such notification is not provided within said time frame, then service from the original aggregator shall not terminate until the first day of the Company billing cycle for such end-user which begins at least thirty (30) days after receipt of the End-User Verification Form by the Company.

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**K. INTERSTATE PIPELINE SCHEDULING AND BALANCING CHARGES**

1. Panhandle Eastern Pipeline Company

a. PEPL Daily Balancing Penalties

i. Daily Imbalance Tolerance – 4%

ii. Penalties - \$0.2860 per Mcf plus 3.38% fuel for each Mcf outside tolerance

b. PEPL OFO Penalties – The greater of 2 times the highest gas price published in Gas Daily for Citygate, Pooling Point Prices – “Chicago LDCs” or for Citygate, Pooling Point Prices – “Mich.-Mich Con,” whichever is greater for the day Overrun Penalties are incurred, or the following:

<u>Overrun</u>	<u>Rates per Mcf</u>
0%-5%	\$15.00
>5%-10%	\$25.00
>10%-15%	\$50.00
>15%-50%	\$100.00
>50%	\$200.00

c. PEPL Monthly Imbalance Cash Out Tolerance Bands and Example

<u>Imbalance Level</u>	<u>Receipts &gt; Deliveries Due Customer</u>	<u>Deliveries &gt; Receipts Due Company</u>
0% - 5%	Spot x 90%	Spot x 110%
>5% - 10%	Spot x 80%	Spot x 120%
>10% - 15%	Spot x 70%	Spot x 130%
>15% - 20%	Spot x 60%	Spot x 140%
>20%	Spot x 50%	Spot x 150%

The “spot” market price shall equal the average of the Kansas/Oklahoma Field Zone Spot Price for gas delivered to PEPL contained in the first issue of Natural Gas Week.

Example:

If the nominated volume was 100 Mcf and the actual consumption was 130 Mcf, there is an imbalance of 30 Mcf due Company. The transportation customer would owe Company the following amount using the above hypothetical Spot market price of \$2.22: (\*)

10 Dekaccf at \$2.22 x 110%	24.42
10 Dekaccf at \$2.22 x 120%	26.64
10 Dekaccf at \$2.22 x 130%	<u>28.86</u>
	<b>\$79.92</b>

(\*) These hypothetical prices are used for illustration purposes only.

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2. Williams Gas Pipelines – Central, Inc.
  - a. WGPC Balancing Penalties
    - i. Daily Imbalance Tolerance – Not applicable
    - ii. Monthly Imbalance Tolerance – 10%
    - iii. Penalties
      1. The greater of \$10 or 5 times the average Gas Daily Index for Williams for each day for which daily balancing is in effect for each Dth of over-deliveries in excess of 3% through 10% of authorized delivery levels or under-receipts in excess of 5% through 10% of confirmed nominations
      2. The greater of \$20 or 10 times the average Gas Daily Index for Williams for each day for which daily balancing is in effect for each Dth of over-deliveries or under-receipts in excess of 10% of authorized delivery levels (for over-deliveries) or confirmed nominations (for under-receipts).
    - iv. Operational Flow Order Days – The greater of \$10 or 5 times the average Gas Daily Index for Williams for the days of noncompliance.

<u>Imbalance Level</u>	<u>Receipts &gt; Deliveries Due Company</u>	<u>Deliveries &gt; Receipts Due Customer</u>
Up to 10% or 1,000 Dth	N/A	N/A
10% but less than 15%	Spot x 70%	Spot x 130%
15% but less than 20%	Spot x 60%	Spot x 140%
20% or higher	Spot x 50%	Spot x 150%

The “spot” market price shall equal the Inside FERC Report for Williams.

Example:

If the nominated volume was 100 DekaCcf and the actual consumption was 130 DekaCcf, there is an imbalance of 30 DekaCcf due Company. The transportation customer would owe Company the following amount using the above hypothetical Spot market price of \$2.22: (\*)

10 DekaCcf at \$2.22 x 0%	0.00
5 DekaCcf at \$2.22 x 130%	14.43
5 DekaCcf at \$2.22 x 140%	15.54
10 DekaCcf at \$2.22 x 150%	<u>33.30</u>
	<b>\$63.27</b>

(\*) These hypothetical prices are used for illustration purposes only.

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3. ANR Pipeline Company
- a. PEPL Daily Balancing Penalties
    - i. Daily Imbalance Tolerance – 4%
    - ii. Monthly Imbalance Tolerance – 2%
    - iii. Penalties - \$0.2860 per DekaCcf plus 3.38% fuel for each DekaCcf outside tolerance
  - b. PEPL OFO Penalties – The greater of 2 times the highest gas price published in Gas Daily for Citygate, Pooling Point Prices – “Chicago LDCs” or for Citygate, Pooling Point Prices – “Mich.-Mich Con,” whichever is greater for the day Overrun Penalties are incurred, or the following:

<u>Overrun</u>	<u>Rates per Dth</u>
0%-5%	\$15.00
>5%-10%	\$25.00
>10%-15%	\$50.00
>15%-50%	\$100.00
>50%	\$200.00

- c. PEPL Monthly Imbalance Cash Out Tolerance Bands and Example

<u>Imbalance Level</u>	<u>Receipts &gt; Deliveries</u> <u>Due Company</u>	<u>Deliveries &gt; Receipts</u> <u>Due Customer</u>
0% - 5%	Spot x 90%	Spot x 110%
>5% - 10%	Spot x 80%	Spot x 120%
>10% - 15%	Spot x 70%	Spot x 130%
>15% - 20%	Spot x 60%	Spot x 140%
>20%	Spot x 50%	Spot x 150%

The “spot” market price shall equal the average of the Kansas/Oklahoma Field Zone Spot Price for gas delivered to PEPL contained in the first issue of Natural Gas Week.

Example:

If the nominated volume was 100 DekaCcf and the actual consumption was 130 DekaCcf, there is an imbalance of 30 DekaCcf due Company. The transportation customer would owe Company the following amount using the above hypothetical Spot market price of \$2.22: (\*)

10 DekaCcf at \$2.22 x 110%	24.42
10 DekaCcf at \$2.22 x 120%	26.64
10 DekaCcf at \$2.22 x 130%	<u>28.86</u>
	<b>\$79.92</b>

(\*) These hypothetical prices are used for illustration purposes only.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE  
GAS**

APPLICABILITY

This Purchased Gas Adjustment (PGA) applies to all sales of natural gas service provided under all natural gas rate schedules and contracts. While transportation service by itself is not a sale of natural gas, charges approved by the Missouri Public Service Commission which Company is required to pay (for example, fixed Take-or-Pay (TOP) and Transition Cost (TC) charges) shall be proportionally billed to transportation service customers as provided for in this Clause. Company shall compute separate PGA Clause rates for the Northern, Southern and Eastern Systems.

Any proposed PGA factor change made pursuant to this clause shall become effective only after being on file with the Commission for a period of ten business days. When the Company files for a PGA factor change with the Commission, it shall file:

- (1) A transmittal letter explaining the nature of all changes in cost from the previous PGA factor filing
- (2) The PGA "Adjustment Statement" tariff sheets
- (3) Exhibits showing the computation of each factor change
- (4) Documentation supporting the cost changes.
- (5) Detailed work papers in electronic format.

Any increase or decrease in rates shall be applied to customers' bills for service rendered on or after the effective date of the change. Bills computed which contain multiple rates during a customer's billing cycle shall be prorated between the old and new rates in proportion to the number of days in the customer's billing cycle that such rates were in effect.

**I. PURCHASED GAS ADJUSTMENT (PGA) FACTORS**

The Company's annual PGA factor shall be calculated based on the best estimate of the Company's annual gas costs and volumes purchased for resale, as calculated by the Company, reviewed by the Missouri Public Service Commission Staff (Staff), and approved by the Commission. Calculation of the best estimate of the Company's gas costs and volumes purchased for resale shall consider the Company's projected monthly demand levels, supply options, transportation options, storage options, and other miscellaneous charges and revenues that affect the annual rate calculation. The costs to be included in the PGA rate calculation shall be limited to the projected costs necessary to deliver the volumes purchased for resale to the Company's city gates.

The Company shall make one scheduled PGA filing each year between October 15 and November 4.

The Company may also make up to three unscheduled filings each year, provided that no such filing will occur within 60 days of a previous filing.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
GAS**

If the Company chooses to make an unscheduled PGA filing, that filing: (1) must contain rates reflecting the Company's then current estimate of annualized gas cost revenue requirements for the period from the effective date of such filing to the next scheduled filing; and (2) may contain a further adjustment factor to such rates, which is designed to return to, or receive from, ratepayers any over or under recoveries of gas cost revenue requirements that have been deferred by the Company since its last PGA filing.

Each PGA filing shall become effective ten business days after the date of the filing, unless the Company has elected a longer notice period, not to exceed thirty days

Estimate of Gas Cost Revenue Requirements -- The gas cost revenue requirement shall include but not be limited to all charges incurred for gas supply, pipeline transmission, contract storage and other FERC authorized charges. The Commodity-related charges shall include, but not be limited to, producer gas supply commodity charges, pipeline transportation and gathering charges, expected costs or cost reductions to be realized for the entire winter period, related storage withdrawals, gas purchases under fixed price contracts, the Company's use of financial instruments (including carrying costs), except for call options for which only cost reductions expected to be realized during months covered by the Company's PGA filing shall be reflected.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 55  
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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
GAS**

**II. ACTUAL COST ADJUSTMENT (ACA) FACTORS**

- A. Company shall maintain ACA accounts for each of its Northern, Southern, Eastern and L&P Systems, which shall be credited or debited by the amount of any gas cost recovery revenue in excess of or below the actual cost of natural gas purchased and distributed for sale to customers in each of its Missouri service areas. Included in these ACA accounts will be all TOP, TC, and Pipeline Refunds. Such amounts shall be debited or credited to the ACA account in the month received or paid, and shall include interest as part of the overall ACA interest calculation. If challenged, Company has the burden to prove that all costs included in the ACA were prudently incurred and appropriately allocated to classes.

All similar account balances shall be combined for the computation of the ACA to be filed with the scheduled PGA filing.

Any excess or deficit in total gas cost recovery shall be determined by a monthly comparison of the actual prudently incurred cost of natural gas purchased by Company with the actual authorized as-billed revenues recovered by the Commission-approved PGA. The ACA factors shall include any interest calculated, as defined in Carrying Costs, Sheet No. 56. The ACA factors filed with the Commission shall not include any Company developed amounts related to unbilled revenues or unbilled gas costs.

- B. The amounts of gas cost recovery revenue for each month shall be the product of that month's actual billed Ccf sales and the applicable authorized PGA factor(s) in effect during that same month.
- C. For each twelve (12) month period ending with the August revenue month, the differences resulting from the comparisons described above including any balance or credit for the previous year shall be accumulated to produce a cumulative balance of excess or deficit of gas cost recovery revenue for each of the Company's Systems. ACA factors shall be computed by dividing these cumulative balances by the estimated annualized and normalized sales volumes expected during the next ACA audit period. All actual ACA revenues recovered shall be debited or credited to the appropriate balance of the ACA account and any remaining balance shall be reflected in subsequent ACA factor computations.
- D. The Company's system ACA factors shall be rounded to the nearest \$.00001 per Ccf and applied to billings commencing with the scheduled PGA revenue period. These ACA factors shall remain in effect until superseded by a subsequent ACA calculated according to this provision.



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 56  
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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
GAS**

- E. Revenues received that are attributable to any non-permanent assignment of capacity under the transportation service schedules will be credited to the appropriate system ACA accounts. This credit shall be the greater of the maximum rate as published in the interstate pipeline's tariff applied to the assigned volumes or actual revenues received from the assignment. Also, all revenues collected which are attributable to the Daily Balancing Charge, Daily Out-of Balance Charge, Monthly Cash-Out Charge, Unauthorized Delivery Charge, and the Monthly Balancing Service charges shall be credited to the respective system ACA accounts.

**III. CARRYING COSTS**

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, 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 over or under recoveries of all PGA related costs. The Company shall maintain detailed work papers that provide the interest calculation on a monthly basis. The Staff and Public Counsel shall have the right to review and propose adjustment to the Company's monthly entries to the interest calculation.

The ACA method for tracking gas costs, over and under recoveries, and how interest levels and provisions, natural gas service related refunds, and the PGA is calculated and changed shall be reviewed by the Missouri Public Service Commission Staff, the Office of Public Counsel and Aquila, Inc. starting no later than April 1, 2005. The PGA and ACA method provisions as delineated in this tariff shall expire on July 1, 2006 unless an agreement is reached by the parties and approved by the Commission, or approved by an Order of the Commission, which reinstates PGA and ACA method provision tariffs before July 1, 2006. When these experimental tariffs expire, the Company will no longer be authorized to calculate interest on the ACA balance through any approach, including the previous Deferred Carrying Cost Balance Method, until new tariffs are approved that address interest on the ACA balance. After these experimental tariffs expire, refunds will continue to be treated pursuant to the pre-experimental method

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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
GAS**

**IV. REFUND FACTORS**

A separate refund factor shall be computed for each of the Company's systems, and for each PGA rate classification. Any refunds the Company received in connection with natural gas services purchased, together with 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 receive interest as part of the overall ACA interest calculation. The updated refund factor will be based on projected volumes for the period from the implementation date to November 1.

The refund factors shall be calculated in accordance with the following:

**A. Firm Customers:**

The portion of the refund allocated to the Firm customers and received from the applicable wholesale supplier, including interest paid by the supplier, shall be divided by the estimated number of Ccfs to be sold in the succeeding twelve (12) months to Company's regular firm sales customers. The resulting per Ccf factor, rounded to the nearest \$.00001 per Ccf, shall be applied as a credit to each firm sales customer's bill over the succeeding twelve (12) months by multiplying such unit refund credit by the total Ccfs billed to each customer in each billing period.

The length of the refund period shall generally be twelve (12) months, with any over/under payment rolling into the next PGA Filing. Company shall add interest to the balance of refunds received from its suppliers remaining to be distributed to its firm customers. The interest shall be calculated at six (6) percent simple interest compounded annually. For each twelve (12) month refund distribution period, an estimate of the interest to be so added by Company shall be included in determining the per Ccf refund rate to be applied to bills pursuant to the above paragraphs.

**B. Interruptible Customers:**

The portion of the refund allocated to interruptible sales customers and received from the wholesale supplier, including interest paid by the supplier, shall be included in the next scheduled or unscheduled PGA filing. Where the amount allocated to interruptible customers includes supplier refunds resulting from more than one proceeding, a single refund period may be selected for the computation of the refund amounts due interruptible customers, whereby this period would most nearly correspond to the period of the proceeding during which the greater portion of the refund was generated. The amount to be refunded to each

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KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
GAS**

interruptible customer shall be computed by dividing the respective Ccf sales for each interruptible customer during the refund period by the total interruptible Ccf sales during the same refund period, and then multiplying by the amount allocated to the interruptible class. The amount so computed shall be refunded by a single payment to each customer within 30 days after the approval of the Annual PGA filing

C. Transportation Customers:

Where Company receives refunds of TOP or TC amounts from its pipeline supplier(s) or transporter(s) it shall allocate the applicable portion of the total refund to transportation customers. Such refunds are the only refunds available to transportation customers. The refunding shall be accomplished in the same manner as TOP and TC refunding for interruptible customers. Company may deduct the amount of any delinquent bill or bad debt before making payment to Firm, Interruptible or Transportation customers.

Refund balances (debit or credit) shall be retained until such time as subsequent refunds are received from Company's supplier(s) and such balances shall be added to or deducted from such new refund before distribution to customers.

Company shall file Refund factor adjustments in the Annual Filing. Company shall also file a reconciliation of its refund account at the same time as its annual ACA filing

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**AQUILA NETWORKS – MPS and L&P  
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FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
GAS**

V. TAKE-OR-PAY (TOP) FACTORS

- A. Company shall maintain a separate Take-or-Pay (TOP) account for each of the Company's systems, which shall contain fixed FERC approved charges paid by Company to its wholesale supplier(s) or transporter(s). TOP charges shall be recovered on a per Ccf basis from the retail sales customers and from transportation service customers. Retail sales customers shall be billed by applying the per Ccf TOP factor included in Company's Total PGA factor and transportation customers shall be billed the same per Ccf TOP factor for each unit transported. TOP charges may be waived for certain customers consistent with the provisions contained in the Special Transportation Contract Rate, Sheet No. 39.
1. Company shall file proposed TOP factors and prior year TOP reconciliation for each of its Systems with its Annual ACA filing. The reconciliation shall consist of the comparison of the actual as-billed TOP cost incurred during the ACA period with the recovery of the TOP costs during the ACA period. A proposed factor for each System shall be determined by dividing the TOP account balance plus an annualized figure representing monthly TOP payments due over the succeeding twelve (12) months by the estimated number total Ccf throughput (sales and transportation volumes). The resulting factor, rounded to the nearest \$.00001 per Ccf, shall be applied to all customer bills over the succeeding twelve (12) months by multiplying such factor by the total Ccfs delivered to each customer in each monthly billing period.
  2. The period over which each System's TOP factors are to be charged shall be in one year increments or more.
  3. Each System's TOP account balances shall be the net balance of all revenue recovered from the application of the TOP factor rate using the monthly actual billed sales by cycle for retail sales customers and each unit transported for transportation service customers and all prudently incurred fixed FERC approved TOP charges paid to its wholesale supplier(s) or transporter(s).
  4. After the permanent cessation of billing of TOP settlement costs to Company by its supplier(s) or transporter(s), Company shall carry forward any remaining over or under recovery balance and include it in the calculation of the Annual PGA Filing.
  5. The Missouri Public Service Commission will review the reconciliation of each TOP account simultaneously with the annual PGA Filing

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
GAS**

**VI. TRANSITION COSTS (TC) FACTORS**

Company shall maintain a separate Transition Cost (TC) account for each of the Company's Systems, which shall contain prudently incurred fixed FERC approved TC charges paid to Company's wholesale supplier(s) or transporter(s). TC charges will be recovered on a per Ccf basis from the retail sales customers and from transportation service customers. Retail sales customers will be billed by applying the per Ccf TC factor included in each of the Company System's Total PGA factor times each customer's billed sales, and transportation customers will be billed the per Ccf TC factor for the applicable Company System times each unit transported. TC charges may be waived for certain customers consistent with the provisions contained in the Special Transportation Contract Rate, Sheet No. 39. The TC factor shall be calculated and reported in accordance with the following:

- A. Company shall file annually, simultaneously with its Annual ACA filing, proposed TC factors and prior year TC reconciliation for each System. The reconciliation shall consist of the comparison of the actual as-billed TC amounts incurred during the ACA period with the recovery of the TC amounts during the ACA period. A proposed factor for each System shall be determined by dividing the TC account balance plus an estimated annualized figure representing monthly TC payments due over the succeeding twelve (12) months by the estimated total Ccf throughput (sales and transportation volumes). The resulting factor, rounded to the nearest \$.00001 per Ccf, shall be applied to all customer bills over the succeeding twelve (12) months by multiplying such factor by the total Ccfs delivered to each customer in each monthly billing period;
- B. The period over which each of the TC factors are to be charged shall be in increments of one year or more.
- C. Each of the System's TC account balances shall be the net balance of all revenue recovered from the application of the TC factor rate using the monthly actual billed sales for the retail sales customers and each unit transported for transportation service customers and all prudently incurred fixed FERC approved TC charges paid to its wholesale supplier(s) or transporter(s);
- D. After the permanent cessation of billing of TC charges to Company by its supplier(s) or transporter(s), Company shall carry forward any remaining over or under recovery balance and include it in the calculation of the next Annual ACA Filing.
- E. The Missouri Public Service Commission will review the reconciliation of each TC account simultaneously with the annual ACA Filing

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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**AQUILA NETWORKS – MPS and L&P  
 KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
 MPS-Southern System

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
 GAS**

Adjustment Statement (MPS Southern System)

As provided in this Purchased Gas Adjustment Clause, the following adjustment(s) will be made to the applicable rate schedules:

	Rate Schedule _____	Rate Schedule_____	Rate Schedule_____
Regular PGA	\$ .72069	\$ .72069	\$ .73469
Actual Cost Adjustment	\$ .02458	\$ .02458	\$ (.00777)
Refunds	\$ -0-	\$ -0-	\$ -0-
TOP Factor	\$ -0-	\$ -0-	\$ -0-
TC Factor	\$ -0-	\$ -0-	\$ -0-
Total PGA Per Ccf	<u>\$ .79527</u>	<u>\$ .79527</u>	<u>\$ .72659</u>

The TOP and TC Factors, as provided in Sheets 59 and 60, shall also apply to all Ccf delivered to transportation customers on Company's Southern System except as provided for on Sheet No. 39.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. 62  
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**AQUILA NETWORKS – MPS and L&P  
 KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
 MPS-Northern System

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
 GAS**

Adjustment Statement (Northern System)

As provided in this Purchased Gas Adjustment Clause, the following adjustment(s) will be made to the applicable rate schedules:

	Rate Schedule _____	Rate Schedule _____	Rate Schedule _____
Regular PGA	\$ .72069	\$ .72069	\$ .73469
Actual Cost Adjustment	\$ .02458	\$ .02458	\$(.00777)
Refunds	\$ -0-	\$ -0-	\$ -0-
TOP Factor	\$ -0-	\$ -0-	\$ -0-
TC Factor	\$ -0-	\$ -0-	\$ -0-
Total PGA Per Ccf	\$ .79527	\$ .79527	\$ .72659

The TOP and TC Factors, as provided in Sheets 56 and 60 shall also apply to all Ccf delivered to transportation customers on Company's Northern System except as provided for on Sheet No. 39.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
MPS-Eastern System

PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
GAS

Adjustment Statement (Eastern System)

As provided in this Purchased Gas Adjustment Clause, the following adjustment(s) will be made to the applicable rate schedules:

	Rate Schedule _____	Rate Schedule _____	Rate Schedule _____
Regular PGA	\$ .72069	\$ .72069	\$ .73469
Actual Cost Adjustment	\$ .02458	\$ .02458	\$ (.00777)
Refunds	\$ -0-	\$ -0-	\$ -0-
TOP Factor	\$ -0-	\$ -0-	\$ -0-
TC Factor	\$ -0-	\$ -0-	\$ -0-
Total PGA Per Ccf	\$ .79527	\$ .79527	\$ .72659

The TOP and TC Factors, as provided in Sheets 59 and 60, shall also apply to all Ccf delivered to transportation customers on Company's Eastern System except as provided for on Sheet No. 39.



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Sheet No. 64  
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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas in the  
L&P System

PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
GAS

Adjustment Statement (L&P System)

As provided in this Purchased Gas Adjustment Clause, the following adjustment(s) will be made to the applicable rate schedules:

	Rate Schedule_____	Rate Schedule_____	Rate Schedule_____
Regular PGA	\$ .61016	\$ .61016	\$ .61016
Actual Cost Adjustment	\$(0.00670)	\$(0.00670)	\$(0.00670)
Refunds	\$ -0-	\$ -0-	\$ -0-
TOP Factor	\$ -0-	\$ -0-	\$ -0-
TC Factor	\$ .00420	\$ .00420	\$ .00420
Total PGA Per Ccf	\$ .60766	\$ .60766	\$ .60766

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

<b>TAX AND LICENSE RIDER GAS</b>
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APPLICABLE

This rider is applicable to all of Company's gas rate schedules, except it shall not be applicable to revenues for service to the following revenue classifications as specifically required by governmental authorities having jurisdiction:

1. Municipal
2. Other Public Authorities
3. Interdepartmental
4. Industrial

All gross receipts taxes, franchise taxes, occupational taxes, license taxes and taxes of a similar nature imposed by a city, town, village, or other local governmental agency shall as herein provided be included as a separate item in the charges for gas service rendered to and for persons located within the limits of the city, town, village, or other local governmental agency's territory imposing such tax. This rider applies to the above stated taxes whether based on receipts, revenue, or income, or is a stated amount in dollars and cents.

A pro rata portion of such tax shall be included as a separate item in the customer's statement for service rendered and shall be calculated by applying thereto a percentage factor equivalent to the ratio of such tax to receipts or revenues on which tax may be applied for the same period

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

<b>SMITHTON/OTTERVILLE SURCHARGE GAS</b>
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The Smithton/Otterville surcharge will be added to the bills of all customers accepting natural gas service from Company in the area described below.

- (1) The surcharge will continue until the required contribution in aid of construction has been received by Company. The surcharge will be subject to all rules and regulations governing the payment and collection of charges for gas service.
- (2) A surcharge of \$0.040 per Ccf will remain in effect for eighteen (18) years from the initial date of approval of a surcharge for this area. If the required contribution in aid of construction is recovered prior to eighteen (18) years from the initial date of approval then Company will file with the Public Service Commission to end the surcharge when the balance in the surcharge account is near zero. If the required contribution in aid of construction is not recovered within eighteen (18) years from the initial date of approval then Company will file with the Public Service Commission to extend the surcharge until the balance in the surcharge account is projected to be near zero.

All customers residing in the following areas of Cooper, Morgan and Pettis counties that receive natural gas service from the main extension as described in Case No. GA-92-269.

<b>County</b>	<b>Township</b>	<b>Range</b>	<b>Sections</b>
Cooper	46 North	19 West	33 - 34
Cooper	45 North	19 West	3 - 6
Morgan	45 North	19 West	7-10, 17, 18
Pettis	45 North	20 West	1 – 17
Pettis	45 North	21 West	1
Pettis	46 North	20 West	30-34
Pettis	46 North	21 West	25-27, 34-36



P.S.C. Mo. No. 1

AQUILA, INC.  
d/b/a  
AQUILA NETWORKS – MPS and  
AQUILA NETWORKS – L&P

## RULES AND REGULATIONS FOR NATURAL GAS SERVICE

APPLICABLE TO THE FOLLOWING TERRITORY:

All Territory of  
Aquila Networks – MPS  
and  
Aquila Networks – L&P

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. R-1  
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**AQUILA NETWORKS – MPS and L&P  
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FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

<b>RULES AND REGULATIONS INDEX GAS</b>
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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. R-2  
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**AQUILA NETWORKS – MPS and L&P  
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FOR: All Communities and Rural Areas  
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<b>RULES AND REGULATIONS INDEX GAS</b>
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**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 1 Original Sheet No. R-3  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

FOR: All Communities and Rural Areas  
Receiving Natural Gas Service

<b>RULES AND REGULATIONS GAS</b>
--------------------------------------

1. DEFINITIONS

- A. Bill means a written demand for payment for service and the taxes and franchise fees related to it.
- B. Billing period means a normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days for a monthly billed customer except for initial, corrected or final bills.
- C. Commission means the Missouri Public Service Commission.
- D. Company means Aquila Networks - L&P or Aquila Networks - MPS.
- E. Complaint means an informal or formal complaint under Commission Rule 4 CSR 240-2.070 and Section 6.08 of these Rules.
- F. Customer means a person or legal entity responsible for payment for service except one denoted as a guarantor.
- G. Cycle billing means a system which results in the rendition of bills to various customers on different days of a month.
- H. Delinquent charge means a charge remaining unpaid at least twenty-one (21) days from the rendition of the bill by Company.
- I. Delinquent date means the date stated on a bill, which shall be at least twenty-one (21) days from the rendition of the bill, after which Company may assess an approved late payment charge in accordance with Company's tariff on file with the Commission.
- J. Deposit means money paid in advance to Company for the purpose of securing payment of delinquent charges which might accrue to the customer who made the advance.
- K. Discontinuance of service or discontinuance means a cessation of service not requested by a customer.
- L. Due date means the date stated on a bill when the charge is considered due and payable.
- M. Estimated bill means a charge for utility service which is not based on an actual reading of the meter or other registering device by an authorized Company representative.
- N. Extension agreement means a verbal agreement between Company and the customer extending payment for fifteen (15) days or less.

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P.S.C. MO. No. 1 Original Sheet No. R-4  
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**AQUILA NETWORKS – MPS and L&P  
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<b>RULES AND REGULATIONS GAS</b>
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1. DEFINITIONS (Continued)

- O. Guarantee means a written promise from a third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular customer.
- P. In dispute means any matter regarding a charge or service, which is the subject of an unresolved inquiry.
- Q. Late payment charge means an assessment on a delinquent charge in accordance with Company's tariff on file with the Commission and in addition to the delinquent charge.
- R. Normal business hours means the hours of 8:00 a.m. to 5:00 p.m. Central Standard Time Monday through Friday, except Company observed holidays.
- S. Purchased gas adjustment clause means the adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.
- T. Rendition of a bill means the mailing or hand delivery of a bill by Company to a customer.
- U. Residential service means the provision of or use of a utility service for domestic purposes.
- V. Seasonally billed customer means a customer billed on a seasonal basis in accordance with Company's tariff on file with the Commission.
- W. Settlement agreement means an agreement between a customer and Company which resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the customer's normal billing period.
- X. Tariff means a schedule of rates, services and rules approved by the Commission.
- Y. Termination of service or termination means a cessation of service requested by a customer.
- Z. Utility means a gas corporation as those terms are defined in Section 386.020, RSMo.
- AA. Utility charges means the rates for utility service and other charges authorized by the Commission as an integral part of utility service.



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P.S.C. MO. No. 1 Original Sheet No. R-5  
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**AQUILA NETWORKS – MPS and L&P  
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<b>RULES AND REGULATIONS GAS</b>
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**2. SERVICE AGREEMENTS**

**2.01 Applications for Service**

- A. Before Company begins rendering any gas service, the person(s), firm, or corporation shall supply the information necessary to complete Company's Standard Application for Service (MPS-83). Such information may be supplied either in person in Company's office or by telephone. A separate application shall be made for each customer for each class of service at each metering point, and at each separate location. Areas separated by public streets or alleys shall be considered separate locations.
- B. Company shall not be required to commence supplying gas service to a customer, or if commenced, Company may discontinue such service, if at the time of application such customer or any member of his/her household (either having received substantial benefit and use of the previous gas service) is indebted to Company for the same class of gas service previously supplied at such premises or any other jointly occupied premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made. Connection of service prior to receiving any deposit which may be required under Section 2.04 of these Rules shall not invalidate Section 2.04.
- C. It is customer's responsibility to notify Company of any permanent changes in load characteristics or service requirements.

**2.02 Term of Agreement**

- A. Commencement of service by Company in conformance with the request of the customer and acceptance of service by the customer shall be considered as an agreement on the part of the customer to receive service under these Rules. In absence of a contract for service, the obligations of both parties shall continue on a month-to-month basis until terminated by mutual consent of Company and the customer.
- B. A reasonable time for cessation of service shall prevail when service is terminated.

**2.03 Agreements Not Transferable**

Gas service supplied under an agreement is for the customer's use within or upon the premises served and for the purpose designated in the agreement, and such agreement is not transferable without the written consent of Company.

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P.S.C. MO. No. 1 Original Sheet No. R-6  
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<b>RULES AND REGULATIONS GAS</b>
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2.04 Deposits and Guarantees of Payment

- A. Prompt connection of service in advance of collection of a deposit from the customer shall not affect the requirement for such deposit by the customer where a deposit is required.
- B. Company may require a security deposit or other guarantee from new residential customers as a condition of service due to any of the following:
  - (1) The customer has outstanding with a utility providing the same type of service an unpaid bill which accrued within the last five (5) years and at the time of the request for service remains unpaid and not in dispute.
  - (2) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five (5) years.
  - (3) The customer is unable to establish an acceptable credit rating. The customer shall be deemed to have established an acceptable credit rating if the customer meets any of the following criteria:
    - (a) Owns or is purchasing a home.
    - (b) Is and has been regularly employed on a full-time basis for at least one (1) year.
    - (c) Has an adequate regular source of income.
    - (d) Can provide adequate credit references from a commercial credit source.
- C. Company may require a security deposit or other guarantee as a condition of continued service to any residential customer at a new or old location due to any of the following:
  - (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute.
  - (2) In an unauthorized manner, the customer interfered with or diverted the service of Company situated on or about or delivered to the customer's premises.
  - (3) The customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive billing periods. Prior to requiring a customer to post a deposit under this Section, Company shall send the customer a written notice explaining Company's right to require a deposit or include such explanation with each written discontinuance notice.

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P.S.C. MO. No. 1 Original Sheet No. R-7  
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**AQUILA NETWORKS – MPS and L&P  
KANSAS CITY, MO 64138**

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Receiving Natural Gas Service

**RULES AND REGULATIONS  
GAS**

2.04 Deposits and Guarantees of Payment (Continued)

- D. Deposits for gas service assessed to residential customers under the provisions of Sections (C)(1) or (C)(3) of this Rule during the months of November, December, and January may, if the customer is unable to pay the entire deposit, be paid by installments over a six (6) month period.
- E. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required on all new nonresidential customers. A new nonresidential customer is a customer that is not currently receiving nonresidential service from Company at another location.
- F. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement or other guarantees acceptable to Company may be required as a condition of continued service to any existing nonresidential customer due to any of the following:
  - (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute.
  - (2) The customer has failed to pay an undisputed bill before the delinquency date for two (2) billing periods out of twelve (12) consecutive billing periods or has had any checks returned for insufficient funds, excluding bank error.
  - (3) The customer has in an unauthorized manner interfered with or diverted the service.
  - (4) The customer has an unsatisfactory credit rating from a financial institution or credit rating agency commonly recognized in the financial community.
  - (5) Misrepresentation of identity for the purpose of obtaining utility service.
  - (6) It has been indicated in a public medium that the customer is experiencing financial difficulties.
- G. A security deposit required pursuant to these Rules is subject to the following terms and conditions:
  - (1) A deposit shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12) month period at the service location or, in the case of a new customer, who is assessed a deposit under Section 2.04 (B) (3) of this Rule, one-sixth (1/6) of the estimated annual bill for utility charges at the requested service location.

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2.04 Deposits and Guarantees of Payment (Continued)

- (2) Interest at the rate of six percent (6.0%) per annum compounded annually shall accrue on all deposits. Interest shall be either credited to the service account of the customer on an annual basis or paid upon the return of the deposit whichever occurs first. Interest shall not accrue on any deposit after the date Company has made a reasonable effort to return such deposit to the customer. This Rule shall not preclude Company from crediting interest upon each service account during one (1) billing cycle annually.
- (3) Upon discontinuance or termination of service other than for a change of service address, the deposit shall be credited, with accrued interest, to the utility charges on the final bill. The balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill.
- (4) Upon satisfactory payment of all undisputed gas charges during the last twelve (12) months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit. Security deposits from nonresidential customers may be refunded by Company after the customer has established satisfactory credit for a minimum period of thirty-six (36) months.
- (5) Company shall maintain records, which show the name of each customer who has posted a deposit, the current address of the customer, the date and amount of deposit, the date and amount of interest paid, and information to determine the earliest possible refund date.
- (6) Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a receipt as evidence of deposit, unless Company shows the existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information: name of customer, date of payment, amount of payment, identifiable name, signature, and title of Company employee receiving payment, and statement of the terms and conditions governing the payment, retention, and return of deposits.

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2.04 Deposits and Guarantees of Payment (Continued)

- (7) Company shall provide means where a person entitled to a return of a deposit is not deprived of the deposit refund even though s/he may be unable to produce the original receipt for the deposit; provided, s/he can produce adequate identification to ensure that s/he is the customer entitled to refund of the deposit.
- (8) No deposit or guarantee or additional deposit or guarantee shall be required by Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability, or geographical area of residence.
- (9) In the event a residential customer applying for service is unable to make the full amount of a required deposit at one time, s/he may be permitted to make such deposit in up to three (3) consecutive monthly installments, unless Company can show a likelihood that the customer does not intend to pay the full amount of the deposit and his/her bills for gas service.
- H. In lieu of a deposit, Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.
- I. A guarantor shall be released upon satisfactory payment of all undisputed gas charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold the release of the guarantor pending the payment of all undisputed charges or the resolution of a matter in dispute or unauthorized interference by the customer.
- J. Company may apply all deposits subject to refund against existing undisputed utility charges provided the amount of the refund is identified and disclosed on the bill. Deposits otherwise subject to refund may be withheld pending the outcome of any dispute.

2.05 Discontinuance of Service

- A. Company may discontinue service to a residential customer for one (1) or more of the following reasons:
  - (1) Nonpayment of an undisputed delinquent charge.

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2.05 Discontinuance of Service (Continued)

- (2) Failure to post a required security deposit or guarantee.
  - (3) Unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises.
  - (4) Failure to comply with the terms and conditions of a settlement agreement.
  - (5) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purposes of inspection, meter reading, maintenance, or replacement. If Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
  - (6) Misrepresentation of identity for the purpose of obtaining utility service.
  - (7) Violation of any other Rules of Company approved by the Commission which adversely affects the safety of the customer or other persons, or the integrity of Company's delivery system.
  - (8) As provided by state or federal law.
- B. None of the following shall constitute sufficient cause for Company to discontinue service:
- (1) The failure of a customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the utility service provided by Company.
  - (2) The failure of the customer to pay for service received at a separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate residential metering point, residence, or location, in accordance with these Rules, Company may transfer and bill any unpaid balance to any other residential service account of the customer, and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this Rule.
  - (3) The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under optional rate tariffs or provisions is not considered as a different class of service for the purpose of this Rule.

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2.05 Discontinuance of Service (Continued)

- (4) The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued:
    - (a) Received substantial benefit and use of the service, or
    - (b) Served as a guarantor for an account where service was discontinued or terminated and the account has an unpaid delinquent charge.
  - (5) The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user.
  - (6) The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless Company has offered the customer a payment arrangement equal to the period of underbilling.
- C. Subject to the requirements of these Rules, 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 after that. Service shall not be discontinued on a day when Company personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day. After the eleven (11) business day effective period of the notice, all notice procedures required by this Rule shall again be followed before Company may discontinue service.
- D. The notice of discontinuance shall contain the following information:
- (1) The name and address of the customer and the address, if different, where service is rendered.
  - (2) A statement of the reason for the proposed discontinuance of service and the cost for reconnection.
  - (3) The date on or after which service will be discontinued unless appropriate action is taken.
  - (4) How a customer may avoid the discontinuance.
  - (5) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time.

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P.S.C. MO. No. 1 Original Sheet No. R-12  
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2.05 Discontinuance of Service (Continued)

- (6) A telephone number the customer may call from the service location without incurring toll charges and the address of Company prominently displayed where the customer may make an inquiry. Charges for measured local service are not toll charges for purposes of this Rule.
- E. Company shall not discontinue residential service pursuant to Section (A) 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. Service of notice by mail is complete upon mailing. As an alternative, Company may deliver a written notice in hand to the customer at least ninety-six (96) hours prior to discontinuance. Company shall maintain an accurate record of the date of mailing or delivery. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to Sections 4 CSR 240-13.045 (5) and (6) of Commission Rules and Section 6.06 (E) and (F) of these Rules that is currently the subject of a dispute pending with Company or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement. If Company inadvertently issues the notice, Company shall take necessary steps to withdraw or cancel the notice.
- F. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notices of Company's intent to discontinue shall be conspicuously posted in public areas of the building provided, however, that these notices shall not be required if Company is not aware that said structure is a single-metered multi-dwelling unit residential building. The notices shall include the date on or after which discontinuance may occur, and advise of tenant rights pursuant to Section 441.650, RSMo. Company shall not be required to provide notice in individual situations where safety of employees is a consideration.
- G. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered at which a single customer is responsible for payment for service in all units in the building, or at a residence in which the occupant using gas service is not Company's gas customer, Company shall give the occupant(s) a written notice of its intent to discontinue service provided, however, that this notice shall not be required unless one (1) occupant has advised Company, or Company is otherwise aware that s/he is not the customer.



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P.S.C. MO. No. 1 Original Sheet No. R-13  
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2.05 Discontinuance of Service (Continued)

- H. In the case of a multi-dwelling unit residential building where each unit is individually metered or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant may apply in his/her name for service of the same character presently received through that meter.
- I. At least twenty-four (24) hours preceding discontinuance of service, Company shall make reasonable efforts to contact the customer to advise him/her of the proposed discontinuance and what steps must be taken to avoid it. Reasonable efforts shall include either a written notice following the notice pursuant to Section (D), a door hanger, or at least two (2) telephone call attempts reasonably calculated to reach the customer.
- J. Immediately preceding the discontinuance of service, the employee of Company designated to perform this function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the customer or responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued, and the address and telephone number of Company where the customer may arrange to have service restored.
- K. Notwithstanding any other provision of these Rules, Company shall postpone the discontinuance of gas service to a residential customer for a time not in excess of twenty-one (21) days, if Company is advised the discontinuance will aggravate an existing medical emergency of the customer, a member of his/her family, or other permanent resident of the premises where service is rendered. Company may require a customer to provide satisfactory evidence that a medical emergency exists.
- L. Notwithstanding any other provision of these Rules, Company may discontinue service temporarily for reasons of maintenance, health, safety, or a state of emergency.
- M. Upon the customer's request, Company shall restore service consistent with all other provisions of these Rules when the cause for discontinuance has been eliminated, applicable restoration charges have been paid, and, if required, satisfactory credit arrangements have been made. 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 no later than the next business day following the day requested by the customer. Company may charge the customer a reasonable fee for restoration of service as provided in Company approved tariffs.

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2.06 Cold Weather Rule

A. The following definitions shall apply in this Rule:

- (1) Energy Crisis Intervention Program (ECIP) means the federal ECIP administered by the Missouri Division of Family Services under Section 660.100, RSMo.
- (2) Heat related utility service means any gas service that is necessary to the proper function and operation of a customer's heating equipment.
- (3) Low Income Home Energy Assistance Program (LIHEAP) means the federal LIHEAP administered by the Missouri Division of Family Services under Section 660.110, RSMo.
- (4) Registered elderly or handicapped customer means one who is sixty (60) years old and above, or is handicapped to the extent that s/he is unable to leave the premises without assistance and who files with Company a form approved by the Commission attesting to the fact that s/he meets these qualifications and which also lists an agency or person that Company shall contact as required in this Rule.
- (5) Utilicare means the state program of energy assistance established by Section 6609.122, RSMo.

B. This Rule takes precedence over other Rules on provision of heat-related utility service from November 1 through March 31 annually.

C. Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, Company shall:

- (1) Notify the customer, at least ten (10) days prior to the date of the proposed discontinuance, by first class mail, and in the case of a registered elderly or handicapped customer the additional party listed on the customer's registration form of Company's intent to discontinue service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice.

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2.06 Cold Weather Rule (Continued)

- (2) Make further attempts to contact the customer within ninety-six (96) hours preceding the discontinuance of service either by a second written notice as in Section (C)(1), sent by first class mail, or a door hanger, or at least two (2) telephone call attempts to the customer.
  - (3) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by Section 2.05 (J).
  - (4) Make a personal contact on the premises with a registered elderly or handicapped customer or some member of the family above the age of fifteen (15) years at the time of the discontinuance of service.
  - (5) Ensure that all of the notices and contacts required in this Section shall describe the terms for provisions of service under this Rule, including the method of calculating the required payments, the availability of financial assistance from the Division of Family Services, and social service or charitable organizations that have notified Company that they provide assistance and the identity of those organizations.
- D. Weather Provisions. Discontinuance of gas service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where gas is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited as follows:
- (1) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty degrees Fahrenheit (30°F).
  - (2) On any day when Company personnel will not be available to reconnect gas service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty degrees Fahrenheit (30°F).
  - (3) Nothing in this Section shall prohibit Company from establishing a higher temperature threshold below which it will not discontinue gas service.

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- E. Discontinuance of Service. From November 1 through March 31, Company may not discontinue heat-related residential gas service due to nonpayment of a delinquent bill or account provided:
- (1) The customer contacts Company and states his/her inability to pay in full.
  - (2) The customer applies for financial assistance in paying his/her heat-related gas bill from any federal, state, local, or other heating payment fund program for which s/he may be eligible.
  - (3) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section (H) of this Rule.
  - (4) The customer complies with Company's requests for information regarding the customer's monthly or annual income.
  - (5) There is no other lawful reason for discontinuance of gas service.
- F. Deposit Provisions. Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this Rule to those customers who enter into a payment agreement and make timely payments in accordance with this Rule.
- G. Reconnection Provisions. If Company has discontinued heat-related gas service to a residential customer due to nonpayment of a delinquent account, Company, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided:
- (1) The customer contacts Company, requests Company to reconnect service and states an inability to pay in full.
  - (2) The customer applies for financial assistance in paying his/her heat-related gas bill from any federal, state, local, or other heating payment fund program for which s/he may be eligible.
  - (3) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section (H) of this Rule.

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- (4) The customer complies with the request of Company for information regarding the customer's monthly or annual income.
  - (5) None of the amount owed is an amount due as a result of unauthorized interference, diversion, or use of Company's service, and the customer has not engaged in such activity since last receiving service.
  - (6) There is no other lawful reason for continued refusal to provide gas service.
- H. Payment Agreements. The payment agreement for service under this Rule shall comply with the following:
- (1) A pledge of an amount equal to any payment required by this Section by the agency which administers LIHEAP, Utilicare, or ECIP, or a combination of these, shall be deemed to be the payment required. Company shall confirm in writing the terms of any payment agreement under this Rule, unless the extension granted the customer does not exceed two (2) weeks.
  - (2) Payment Calculations.
    - a. Company shall first offer a twelve (12) month level payment plan which is designed to cover the total of all preexisting arrears, current bills, and Company's estimate of the ensuing bills.
    - b. If the customer states an inability to pay the level payment plan amount, Company and the customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, Company and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history and the customer's ability to pay.
    - c. Company shall permit a customer to enter into a payment agreement to cover the current bill plus arrearage in fewer than twelve (12) months if requested by the customer.

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2.06 Cold Weather Rule (Continued)

- (d) Company may revise the required payment in accordance with its leveled payment plan.
- (3) Initial Payments.
  - (a) For a customer who has not defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be the amount of the monthly payment calculated in Section (H) (2) of this Rule.
  - (b) For a customer who has defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be an amount equal to the total of the delinquent installments, unless Company and the customer agree to a lesser amount.
- I. If Company refuses to provide service pursuant to this Rule and the reason for refusal of service involves unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises, Company shall maintain records 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 Company because of this Rule.
- K. 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 procedures.

2.07 Charge for Connection, Connection or Collection

A. If gas service is discontinued for violation of any of the terms or conditions of any service agreement or on account of a delinquent service bill, a charge shall be made to the customer whose service was discontinued to cover the cost of reconnecting service before service will be resumed. This Reconnection Charge shall be assessed to the customer per Section 10 of these Rules.

B. There is no charge for service connections during normal business hours. Where service connections are made outside of normal business hours, the same charge shall apply as for reconnecting service. This Connection Charge shall be assessed to the customer per Section 10 of these Rules.

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- C. When it is necessary for a Representative of the Company to visit the service address for the purpose of disconnecting gas service and the Representative collects the delinquent payment amount, a Collection Charge shall be assessed to the customer as per Section 10 of these Rules.
  
- D. In the event a customer orders a disconnection and a reconnection of service at the same premise within a period of twelve (12) months, Company will collect, as a reconnection charge, the sum of such minimum bills as would have occurred during the period of disconnection, but in no event less than the Reconnection Charge in Sec. 2.07A of these Rules.
  
- E. Charges in this Section do not cover any extension that may be necessary to provide customer service. Charges for and conditions of extending gas service as described in Section 7 and listed in Section 10.

**2.08 Charge for Returned Checks**

If a Customer tenders to the Company a check, draft, or a payment order in payment for service billed which is ultimately dishonored for reasons other than bank error, the Customer shall pay to the Company a charge as described in Section 2.08 and listed in Section 10 of these Rules to cover the cost of processing the returned check, draft, or payment order plus the amount owed for service plus any late payment fee which may result. If the returned check, draft, or payment order is for payment for both gas and electric service, only one returned check charge will be collected by the Company.

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2.09 Excess Flow Valves

Company shall provide written notification to existing and prospective single-residence, residential service customers, where a new or replacement service line that operates continuously at a pressure not less than ten (10) pounds per square inch gauge or greater is to be installed, of the availability for installation of an excess flow valve (EFV) meeting the performance standards prescribed by the United States Department of Transportation at 49 C.F.R. Part 192.381.

In accordance with Department of Transportation Regulation 49 C.F.R. Part 192.383, the written notification will include: 1) An explanation for the customer that an excess flow valve meeting the performance standards prescribed under Section 192.381 is available for the operator to install if the customer bears the costs associated with installation; 2) An explanation for the customer of the potential safety benefits that may be derived from installing an excess flow valve. The explanation must include that an excess flow valve is designed to shut off the flow of natural gas automatically if the service line breaks; 3) A description of installation, maintenance, and replacement costs. The notice will explain that if the customer requests Company to install an EFV, the customer bears all costs associated with installation, and what those costs are. The notice will alert the customer that costs for maintaining and replacing an EFV may later be incurred, and what those costs will be, to the extent known.

While the Company will install an excess flow valve at the service address at the Customer's request, the Customer is responsible for reimbursing the Company for the fully-allocated cost of the installation. The Company shall also be reimbursed for the fully-allocated cost of any post-installation activities, such as repairing, resetting, replacing, and deactivating an excess flow valve, by the then current customer at said service address at the time the activity is undertaken.

Installation Charge:

New Service – as listed in Section 10

Post-installation activities - actual cost as determined by Company, not to exceed \$900. (Typically, this will include the fully loaded labor, equipment, and material costs for the removal and/or repair of asphalt, concrete, sod, landscaping, piping, and installation charge, if applicable.)

The Company shall not be liable for any injuries or damages to or destruction of persons or property, resulting directly or indirectly from any failure of, or defect in, an excess flow valve installed by the Company.



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**3. SUPPLYING AND TAKING OF SERVICE**

**3.01 Interruptions of Gas Service**

Company shall not be responsible for any failure or interruption of gas service unless such failure or interruption is due to the willful and wanton misconduct of Company.

**3.02 Use of Gas Service**

- A. Gas supplied is for the personal use of the customer.
- B. The customer shall not sell the gas purchased from Company to any other customer, company, or person. The customer shall not deliver the gas purchased from Company to any connection wherein such gas is delivered off of customer's premises to another premise. For violation of this Rule, Company may remove its meter(s) and discontinue service. Customers receiving gas on retail rate tariffs shall not be permitted to submeter and resell gas.

**3.03 Indemnity to Company**

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

**3.04 Access to Customer's Premises**

Access shall be given Company's duly authorized employees or agents to the customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, or removing all of its apparatus used in connection with supplying gas service. At the termination of any service agreement, Company shall be permitted access to remove all its properties from the customer's premises. Company shall have the right to enter upon the customer's premises to discontinue, cut off, and remove its gas service as soon as and as often as default shall be made by the customer which results in the termination of the service agreement. The customer shall be subject to and conform to such reasonable Rules as Company may establish to govern the general use of the gas it supplies.

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**3.05 Tapping of Company's Mains**

No person other than a duly authorized representative of Company shall be authorized to tap or connect a service pipe to Company's gas supply mains

**3.06 Location and Route of Company's Facilities**

When extending gas service to customers, the route and location of Company facilities, including mains and services, shall be determined at the sole discretion of Company whether the extensions are being made at no cost to the customer or under an arrangement requiring a customer advance or contribution. The location and route of facilities installed shall be in conformance with good practice for the overall gas distribution system taking all factors into consideration including safety, present and estimated future capacity requirements, and overall installation costs.

**3.07 Limitations of Gas Supply**

**PURPOSE:** The purpose of this Rule is to establish the priority of service during periods of supply deficiencies.

**CURTAILMENT:** During periods of curtailment or limitation of gas supply by its suppliers, Company will curtail or limit gas service to its customers (or conversely, allocate its available supply of gas) as provided in this Rule. Curtailment may be initiated due to a supply deficiency, or due to weather or other operating conditions, or a combination thereof.

**PRIORITY OF SERVICE:** Company will make every reasonable attempt to maintain continuous gas service to customers. The following priorities will be followed when operational and supply conditions require service interruptions with highest priorities listed first:

1. General Service (residential and small commercial)
2. Small volume firm
3. Large volume firm
4. Small volume interruptible
5. Large volume interruptible

For the purpose of this Section, the definition of terms describing priority categories shall be those set forth by the Federal Power Commission in Order Nos. 493 and 493-A, Docket No. R-474 and in Opinion No. 805 in Docket No. RP75-62 as modified by the Federal Energy Regulatory Commission's Order No. 29 except that the definitions of "essential agricultural requirements" and "essential industrial process and feedstock requirements" shall be those specified from time to time by the responsible federal agencies under the Natural Gas Policy Act of 1978.

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**3.07 Limitations of Gas Supply (Continued)**

The volumes utilized in classifying a customer's requirements, other than those for essential agricultural users, into priority categories shall be his/her monthly or average daily requirement in the month of his/her maximum demand occurring during the year ended December 1973, adjusted for known changes. Company shall at least annually review and determine the requirements of its customers and Company's ability to meet such requirements. Essential agricultural requirements shall be those certified by the Secretary of Agriculture in 7 C.F.R. Section 2900, *et seq.*, as determined and adjusted from time to time pursuant to orders of the Federal Energy Regulatory Commission.

**CURTAILMENT PROCEDURES:** Monthly allocations or curtailment shall be based on a period beginning on the first day of any month and extending through the last day of the month. Notice shall be given to each affected customer by telephone or in writing as far in advance as practicable and may be changed by Company as conditions warrant.

Curtailment shall be assigned initially to those best efforts or as-available sales where Company is not responsible for providing continuous service except to the extent that curtailment of such services would not be useful in maintaining deliveries to other customers in accordance with these Rules. Additional curtailment shall be assigned initially to the lowest priority category (Category 10) and successively to each higher priority category as required. Should partial service only be available to an affected category, deliveries to individual customers shall be limited to the customer's pro rata share of available supply, such allocation to be based on the ratio of the customer's requirements in the category for which partial service is available to the aggregate requirements of all Company's affected customers in the same category.

**UNAUTHORIZED OVERRUNS AND PENALTIES:** If during any curtailment period, any customer or transporter takes, without Company's advance approval, a volume of gas in excess of the volumes authorized to be used by such customers, said excess volumes shall be considered unauthorized overrun deliveries. Any such deliveries shall be subject to any penalties imposed by Company's supplier on Company when said penalties are a direct result of such deliveries. Such penalty shall be in addition to any other charges for such gas as provided under applicable rate tariff(s).

**EMERGENCY EXEMPTION:** Emergency exemption from any curtailment order or procedure may be requested by a customer where supplemental deliveries are required to forestall substantial damage to physical property, risk of life, or injury to plant personnel in order to prevent the threat of a plant production shutdown due to the failure of alternate fuel facilities or a customer's inability, for reasons other than price, to obtain an alternate fuel, or in other emergency situations involving the occurrence of unforeseen or extraordinary circumstances,

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3.07 Limitations of Gas Supply (Continued)

including emergencies involving the protection of air quality. Company shall grant requests for emergency exemptions only if it is satisfied that the customer has, to the maximum extent possible, scheduled the use of all alternate sources of supply available during the emergency period involved and otherwise meets the conditions imposed for emergency exemption. Request for such exemptions may be submitted by telephone, but must immediately be followed by a written request setting forth details of the nature, cause, and expected duration of the emergency. Where supplemental volumes are delivered to a customer under this provision, the customer must act with dispatch to eliminate the cause of the emergency, and may be required to pay back such supplemental deliveries from future allocations.

**RELIEF FROM LIABILITY:** Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of 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 priority of service plan or curtailment procedures 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.

**PRECEDENCE:** To the extent that this Section, or any provision(s) hereof conflict with any other provision(s) of Company's filed tariff(s), General Terms and Conditions for Gas Service, or contracts, this Rule shall take precedence.

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4. INSTALLATIONS

4.01 Customer's Installation

- A. The customer shall install and maintain gas apparatus to be connected and served from Company's facilities so as to conform to good practice applying to such installation. Company assumes no responsibility for the design or condition of the customer's installation.
- B. Company shall be responsible for all gas service pipe from the gas main to the closest customer structure requiring service when providing service to a premise having multiple structures.
- C. The customer shall be solely responsible for the maintenance of all piping and all other gas equipment on the premise which is owned by the customer and not specifically stated as the responsibility of Company within these Rules, except that Company shall be responsible for conducting annual instrument leak surveys over the buried piping.
- D. Company shall perform an initial inspection for leaks in the customer's piping and equipment prior to connecting such piping and equipment to the service lines. If such piping and equipment are found to have leaks, Company shall not make the connection of such piping and equipment to its lines until such leaks have been corrected by the customer. If leaks are discovered in the customer's piping or equipment subsequent to making the connection of the customer's piping and equipment to service lines, Company will notify the customer of the leak and unless the leak is corrected immediately, Company may discontinue service.

4.02 Protection of Company's Property

- A. The customer shall protect at all times the property of Company on the premises of the customer and shall permit no one but the agents of Company and other persons authorized by law to inspect or handle the mains, lines, meters, and other apparatus of Company. In case of loss or damage to the property of Company from an act of negligence of the customer or his agents or servants, or of failure to return appliances or equipment supplied by Company, the customer shall pay to Company the value of such property.

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- B. Company may discontinue service to a customer and remove its equipment from the customer's premises without notice if evidence is found that its service lines, meters, or other appurtenances on the premises have been tampered with in such manner that the customer is then receiving or may have received unmetered service. In such event, Company may require the customer to pay for such gas energy as Company may estimate from available information to have been used but not registered by Company's meter and to increase his deposit or require a payment bond (in an amount determined by Company) before gas service is restored; and, in addition thereto, the customer shall be required to bear all associated costs incurred by Company, including, but not limited to, all trip charges, estimated labor charges, investigation and prosecution costs, material charges, and such protective equipment as, in its judgment, may be necessary.

**5. METERING**

**5.01 Meter Installations**

- A. For the purpose of determining the amount of gas used, a meter shall be installed by Company upon the customer's premises at a point most convenient for Company's service. Only one (1) meter installation will be installed to measure service of like character to each structure. The readings of such gas meter shall be used for calculating bills for service rendered.
- B. All interruptible customers that are eligible to receive or transport natural gas under Company's interruptible rate tariffs shall have telemetry equipment installed on their gas meter.

**5.02 Measurement of Gas**

- A. The gas delivered by Company to the customer shall be measured at prevailing meter pressures, and the volumes shall be computed on a pressure base of fourteen and sixty-five hundredths (14.65) pounds per square inch absolute and on a temperature base of sixty degrees Fahrenheit (60°F). It shall be assumed that the gas delivered obeys Boyle's law and that the atmospheric pressure is fourteen and four-tenths (14.4) pounds per square inch absolute.

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- B. The volumes of gas delivered to Company for transporting shall be computed on a pressure base equivalent to that of the delivering pipeline and then converted to the same pressure and temperature base as at the delivery meter. All interruptible volumes shall be metered on both a temperature and non-temperature corrected basis. As more fully described in the Purchased Gas Adjustment clause of the Company gas rate tariffs, non-temperature corrected volumes shall be used for billing purposes, and temperature corrected volumes shall be used to calculate the lost and unaccounted for factor for each revenue class. These lost and unaccounted for factors should be maintained for informational purposes, and used to develop reasonable lost and unaccounted for percentages in the next Company rate case.

**5.03 Meter Testing**

- A. Company's meters shall be tested for accuracy in accordance with the Commission's Rule included in 4 CSR 240-10.030 as now in effect and as the same may be amended from time to time. An approved statistical sampling basis of meter testing may be used to comply with the periodical testing requirements of the above Rule.
- B. Request Tests: Upon a request by a customer, the Company shall test the meter servicing that customer, except that such tests need not be made more frequently than once in eighteen months. A written report of the test shall be mailed to the customer within 10 days of the completed test and a record of each test shall be kept on file at the Company's office. The Company shall give the customer or a representative of the customer the opportunity to be present while the test is conducted. If the test finds the meter is accurate within the limits accepted by the Company in its meter inspection and testing program, the Company may charge the customer the fee listed in Section 9 or the cost of conducting the test, whichever is less. The customer shall be advised of any potential charge before the meter is removed for testing. The Company's inspection and meter testing program provides a two (2) percent tolerance for determining whether a meter is considered accurate under this section.

**5.04 Billing Adjustments**

- A. For all billing errors, Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments for the period estimated to be involved as follows (except for as provided in B, C, and D) of this Rule for:

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- (1) Residential Customers. 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 billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first. 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) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
  - (2) Customers Other Than Residential. 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 billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first. 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 sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of Company, whichever was first.
- B. No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
  - C. Where, upon test, a meter error is found to be two percent (2%) or less, no billing adjustment will be made. If on test of any meter at the request of a customer, the meter is found to have an average error of more than two (2) percent fast, Company shall refund to the customer the over-charge based upon the corrected meter reading for the period in which the meter was in use, but limited to the time periods described in Section 5.04 of these Rules. If the meter is found to have an average error of more than two (2) percent slow, Company may charge the customer the under-charge based upon the corrected meter reading for the period in which the meter was in use, but limited to the time periods described in Section 5.04.
  - D. When evidence of tampering is found, or there are misrepresentations of the use of service by the customer, Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.
  - E. When the customer has been undercharged, except as provided in Section 5.04 (D) of this Rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.
  - F. The under- or over-collection of sales, use or franchise taxes is not considered a billing error for the purpose of this Section, and is subject to collection or refund per the statute of limitations.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003



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**6. METER READING, BILLING, AND COMPLAINT PROCEDURES**

**6.01 Billing and Reading of Meters**

- A. Company will, as near as practicable, read its meters on the same day of each monthly period, and such readings shall be used in billing the customer for such period. Nonreceipt of bills by the customer shall not release or diminish the customer's obligation with respect to payment thereof.
- B. Company shall render a separate billing for service provided at each address or location. When requested by the customer and agreed to by Company, billings for multiple addresses or locations may be summarized on one (1) bill.
- C. Billing may include charges for special services together with utility charges on the same bill. Charges for special services shall be designated clearly and separately from utility charges. If partial payment is made, Company shall first credit all payments to the balance outstanding for utility charges, based upon the age of the receivable, with the credit being applied to the oldest receivable first.
- D. During the billing period prior to any rate tariffed seasonal rate change, company shall notify each affected customer, on the bill or on a notice accompanying the bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be in effect.

**6.02 Billing Period**

Bills ordinarily will be rendered regularly at monthly intervals, but may be rendered more or less frequently at Company's option. The normal billing period shall be twenty-six (26) to thirty-five (35) days. All bills that are less than twenty-six (26) days or more than thirty-five (35) days will be prorated.

**6.03 Choice and Application of Rates**

- A. The tariffs on file with the Public Service Commission of the State of Missouri are at all times available to any customer or his/her authorized representative. Company reserves the right in all instances to designate an existing or prospective customer's classification for the purpose of rate application.
- B. If a customer is eligible to take gas service under more than one (1) rate tariff, the choice of such rate tariff lies with the customer. Any customer shall pay for service under the applicable rate tariff for all gas used.
- C. A new customer will be assisted by Company in the selection of the rate tariff based on the information at hand, but the responsibility for the selection of the rate tariff lies with the customer.

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6.03 Choice and Application of Rates (Continued)

- C. After a new customer has selected a rate under which s/he elects to take gas service, s/he will be required to remain under such rate tariff for a period of one (1) year. This limitation shall apply to all rate schedules except small volume transportation, which shall remain on said schedule for a period of six (6) months. When more than one (1) rate tariff is available to a customer and the customer elects to transfer to another available rate tariff, such other rate tariff shall not be applied retroactively.
- D. If the demand of a new customer is temporarily obtained by assessment pending the determination of the measured demand, which shall be done as soon as practicable, such assessed demand shall prevail until the demand is measured.
- E. If an entirely new rate tariff which may be more advantageous than the existing one becomes available to the customer, then Company will assist in determining whether the customer would be benefited by being served and billed under such new rate tariff.
- F. If a customer is permitted to change from one (1) rate tariff to another, s/he will not be required to continue service extending beyond the time provided in the original application for service; providing, gas service can be rendered at the rate tariff to which the customer has changed without expense to Company for the installation of new apparatus or facilities for serving the customer. In the event the change of rate tariff necessitates additional investment by Company, the customer shall reimburse Company for such additional investment, or be required to extend the term during which service will be supplied at the new rate tariff.

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6.04 Billing and Payment Standards

- A. Company shall normally render a bill for each billing period to every residential customer in accordance with its rate tariff.
- B. Each billing statement rendered by Company shall be computed on the actual usage during the billing period except as follows:
  - (1) Company may render a bill based on estimated usage:
    - a. To seasonally billed customers, provided an appropriate rate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle.
    - b. When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
    - c. When Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing letters to request use of the company's interactive voice response system.
  - (2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).
  - (3) Under no circumstances shall Company render a bill based on estimated usage:
    - (a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.
    - (b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.
  - (4) When Company renders an estimated bill in accordance with these Rules, it shall:
    - (a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.
    - (b) Clearly and conspicuously note on the bill that it is based on estimated usage.
    - (c) Use customer-supplied readings, whenever possible, to determine usage.

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- (5) When Company underestimates a customer's usage, the customer shall be given the opportunity, if requested, to make payment in installments.
- C. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report gas usage to Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Company may offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays. Where special appointments are arranged for reading meters, Company may charge the customer for the excess cost of the meter reading out of normal meter reading sequence or for meter readings that are outside of normal business hours. See Section 10 for applicable charges. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.
- D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually. Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section 2.05 of these Rules.
- E. Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.
- E. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the gas charges, unless a customer has selected a preferred payment date in accordance with Company's preferred payment date plan. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.

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6.04 Billing and Payment Standards (Continued)

G. Every bill for residential gas service shall clearly state the following:

- (1) The beginning and ending meter readings of the billing period and the dates of these readings.
- (2) The date when the bill will be considered due and the date when it will be delinquent, if different.
- (3) Any previous balance which states the balance due for gas charges separate from charges for services not subject to Commission jurisdiction.
- (4) The amount due for the most recent billing period for gas usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction.
- (5) The amount due for other authorized charges.
- (6) The total amount due.
- (7) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this Rule.
- (8) License, occupation, gross receipts, franchise, and sales taxes.
- (9) Purchased gas adjustment cost in total or cents per unit basis.

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6.05 Level Payment Plan

- A. The purpose of the level payment plan is to levelize, insofar as possible, the amount a customer is required to pay monthly over a year's period.
- B. This level payment plan is available to all eligible residential customers. A customer who has been delinquent three (3) or more times in the last twelve (12) months at his current or previous location may be refused participation in the level payment plan until the customer has established a twelve (12) consecutive month payment period with no more than two (2) delinquent payments. Level payment billing levels are subject to change. Failure to maintain a current account will disqualify customers from participating in the program. At Company's option, certain nonresidential customers, based on usage patterns and payment history, may be allowed to participate in Company's level payment plan.
- C. The level payment amount will be based on twelve (12) months' historical information as adjusted for any significant rate changes during the period, abnormal weather conditions, or other factors. The estimated annual adjusted billing, and thus the monthly level payment amount, may be revised if it is obvious the earlier estimate was underestimated or overestimated due to customer use, weather conditions, rate tariff changes, or other factors during the subsequent level payment period.
- D. Customers may enter the level payment plan during any month of the year. Level payment amounts for customers with less than twelve (12) months to the true-up cycle will be estimated based on estimated monthly use for such period. In any event, the estimated billing will be revised to actual billing once each year and the correction reflected on the customer's bill.
- E. The customer bill will show the actual monthly amount, the current status of the account, and the monthly level payment amount.

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6.06 Disputes

- A. A customer shall advise Company that all or part of a charge is in dispute by a telephone call to the company's 24-hour customer service center. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of the proposed discontinuance for a customer to avoid discontinuance of service as provided by these Rules.
- B. When a customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.
- C. Failure of a customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service, and Company may not less than five (5) days after provision of the notification required by Section (I) of this Rule, may proceed to discontinue service unless the customer files an informal complaint with the Commission within the five (5) day period.
- D. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the customer a notice by first class mail stating that service may be discontinued by Company unless the customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous, or if contact with the customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required under Section 2.05 (E) has been sent to the customer by Company. The customer shall retain the right to lodge an informal complaint with the Commission.

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6.06 Disputes (Continued)

- E. If a customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.
- F. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
- G. Failure of the customer to pay to Company the amount not in dispute within four (4) business days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service, and Company may then proceed to discontinue service as provided in these Rules.
- H. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer shall be refunded promptly.
- I. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or ( F) of this Rule.
- J. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.



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6.07 Settlement Agreements and Extension Agreements

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

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6.08 Commission Complaint Procedures

- A. Prior to filing an informal or formal complaint, the customer shall pursue remedies directly with Company as provided in 4 CSR 240-13 of the Commission Rules. The Commission specifically reserves the right to waive this requirement when circumstances so require.
- B. Any person aggrieved by a violation of any Rule in 4 CSR 240-13 of the Commission Rules or other Commission Rules relating to utilities may file an informal or formal complaint under 4 CSR 240-2-070 of Commission Rules.
- C. If Company and a customer fail to resolve a matter in dispute, Company shall advise the customer of his/her right to file an informal complaint with the Commission under 4 CSR 240-2.070.
- D. If the Commission Staff is unable to resolve the complaint to the satisfaction of the parties, the Staff shall send a dated letter to that effect to the complainant and to Company.
  - 1. The letter shall advise the complainant that, if s/he desires, s/he may file a formal complaint in accordance with 4 CSR 240-2.070 of the Commission Rules.
  - 2. If the complaint concerns a bill, the nonpayment of which could subject the complainant to discontinuance of service under the provisions of Commission Rule 4 CSR 240-13.050, the Staff's letter shall advise the complainant that if a formal complaint is not filed within thirty (30) days of the date of the letter, the complainant may become subject to discontinuance of service.
- E. The Commission Staff may treat an informal complaint involving the same question or issue based upon the same facts dealt with in a prior informal complaint as already decided, and may advise the complainant that such informal complaint will not be reviewed.
- F. Company shall not discontinue residential service relative to the matter in dispute during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to Section (D), and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to Section (D).
- G. Failure of the customer to pay the amount of the bill which is not in dispute, as determined pursuant to Section 6.06 (E) or (F) of these Rules, shall be grounds for dismissal of an informal or formal complaint.

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6.09 Late Payment Charge

- A. Company may add a sum equal to one and one-half percent (1½%) on any unpaid bill for gas service excluding deposit arrears, amounts agreed to be paid pursuant to a deferred payment agreement, and circumstances where restricted by law or regulation.
- B. An unpaid bill shall be any billing amount that remains owing to Company and not in dispute after the delinquent date stated on the bill.
- C. Failure to pay the late payment charge may be grounds for discontinuance of service in accordance with Section 2.05.

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**7.0 EXTENSION OF GAS FACILITIES**

**7.01 Purpose and Availability**

A. The purpose of this policy is to set forth the service connection and distribution system extension requirements when one or more applicants request gas service at premises not connected to Aquila’s distribution system or request an alteration in service to premises already connected where such change necessitates additional investment.

B. The provisions of this policy are subject to the applicable rules and regulations of the Commission. This policy is available for applications where Aquila is expected to commence construction on or after \_\_\_\_\_ [date to be set pending resolution of rate case].

**7.02 DEFINITION OF TERMS**

A. **APPLICANT:** The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of a gas Distribution Extension, Extension Upgrade, or Relocation.

B. **BASIC EXTENSION REQUEST:** A request by Applicant for a Distribution Extension for which the Aquila specified facilities are provided free of charge to the Applicant, provided the Applicant commits to use natural gas for its basic space heating requirements for at least one (1) year. Gas fireplaces will not be considered basic space heating and Applicant will be required to pay the full non-refundable construction charge to initiate service. The operation of a natural gas furnace used in conjunction with an alternative and supplemental space heating source will be considered as meeting minimum requirements for a free extension of service.

C. **CONSTRUCTION ALLOWANCE:** The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction and which is made by Aquila at its expense. The formula used to determine the appropriate Construction Allowance will be based on Aquila’s feasibility model. Generally, the formula used by the feasibility model is the Estimated Margin divided by the Fixed Carrying Cost percentage as measured over the first five (5) year life of the Distribution Extension.

$$CA = \frac{\text{SUM (EM1 + EM2 + EM3 + EM4 + EM5)}}{\text{SUM (FCC1 + FCC2 + FCC3 + FCC4 + FCC5)}}$$

Where, CA = Construction Allowance;  
EM = Estimated Margin;  
FCC = Fixed Carrying Cost;

DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

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- D. **CONSTRUCTION CHARGES:** That portion of the Distribution Extension’s construction costs for which the Applicant is responsible. This extension policy specifies which cost segments shall be furnished by Applicant and which segments are provided by Aquila at cost to Applicant. These charges may consist of the following components:
1. Nonrefundable charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and Aquila and specified in the Facilities Extension Agreement.)
  2. Refundable charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant’s requisite performance as outlined in the Facilities Extension Agreement.
- E. **DISTRIBUTION EXTENSION:** Distribution facilities including mains, services, and meter installation facilities installed by Aquila.
- F. **ESTIMATED CONSTRUCTION COSTS:** The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental expenses connected therewith.
- G. **ESTIMATED MARGIN:** The Estimated Margin will be determined by first multiplying the effective rates for each customer class by the estimated incremental usage – and then subtracting applicable margin allocation for network and infrastructure support costs.
- H. **EXTENSION COMPLETION DATE:** The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by Aquila’s records.
- I. **EXTENSION UPGRADE:** The increase in capacity of existing gas distribution facilities necessitated by Applicant’s estimated gas requirements and for which Aquila determines that such facilities can be reasonably installed.
- J. **FACILITIES EXTENSION AGREEMENT:** Written agreement between Applicant and Aquila setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, end-use commitments, etc. in accordance with this extension policy.
- K. **FIXED CARRYING COST:** Aquila’s cost of capital to provide the requisite return on its investment as well as the costs for depreciation, property taxes and property insurance.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

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- L. OPEN EXTENSION PERIOD: The period of time, five (5) years, during which Aquila shall calculate and pay refunds of Construction Charges according to the provisions of this extension policy. The (5) five-year period begins on the Extension Completion Date.
  
- M. PERMANENT SERVICE:
  - 1. Residential Applicants: Gas extensions where a continuous return to Aquila of sufficient revenue to support the necessary investment is reasonably assured. Applicant agrees to a minimum of one (1) year of service at the end-use commitments outlined in the Facilities Extension Agreement.
  - 2. Non-Residential Applicants: Gas extensions where the use of service is to be permanent and where a continuous return to Aquila of sufficient revenue to support the necessary investment is reasonably assured. For 50,000 Ccfs or less, Applicant agrees to a minimum of one (1) year of service at the end-use commitments outlined in the Facilities Extension Agreement. For usage greater than 50,000 Ccfs, Applicant agrees to a minimum of three (3) years of service at the end-use commitments outlined in the Facilities Extension Agreement.
  
- N. TEMPORARY or LIMITED SERVICE:
  - 1. Residential Applicants: Any service that is of a known temporary or limited nature and/or the Applicant is unwilling to agree to specific end-use commitments for a period of at least one (1) year.
  - 2. Non-Residential Applicants: Any service that is of a known temporary or limited nature and/or the Applicant is unwilling to agree to specific end-use commitments for a period of at least one (1) and three (3) years as applicable per the definitions under paragraph M

**7.03 GENERAL PROVISIONS**

Aquila at its sole discretion, after consideration of Applicant's gas requirements and commitment, will designate the class of service requested as Permanent or Temporary (Limited) in accordance with the definitions set forth herein.

- A. The determination of facility type and routing will be made by Aquila to be consistent with the characteristics of an Applicant's requirements and for the territory in which service is to be rendered and the nature of Aquila's Service's existing facilities in the area.

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- B. Facilities Extension Agreements will be based upon Aquila's Estimated Construction Cost for providing the facilities necessary to supply the service requested by Applicant. Aquila shall exercise due diligence with respect to providing the estimate of total costs to the customer. If it is necessary or desirable to use private, public and/or government rights-of-way to furnish service, Applicant may, at Aquila's discretion, be required to pay the cost of providing such rights-of-way. All Distribution Extensions, provided wholly, or in part, at the expense of an Applicant shall become the property of Aquila.
- C. Aquila shall construct, own, operate and maintain distribution system facilities only on or along public streets, roads and highways which Aquila has the legal right to occupy, and on or along private property across which right-of-ways and easements satisfactory to Aquila have been received.
- D. Rights-of-way and easements which are satisfactory to Aquila must be furnished by the Applicant in reasonable time to meet construction and service requirements and before Aquila shall be required to commence its installation; such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions, and graded to within six (6) inches of final grade by Applicant at no charge to Aquila. Such clearance and grading must be maintained by the Applicant during construction by Aquila. If the grade is changed subsequent to construction of the distribution system in such a way as to require relocation of any of the gas facilities, the estimated cost of such relocation shall be paid by the Applicant or its successors as a non-refundable Construction Charge.
- E. An additional Construction Charge shall be paid by the applicant to Aquila for any ditching required to be performed by Aquila due to soil conditions including, but not limited to, the presence of rock or other environmental issues which prevent the use of normal trenching and backfilling practices used in trenchable soil. The charge under this provision shall be the estimated trenching and backfilling costs to be incurred by Aquila less the estimated cost of normal trenching and backfilling. Applicant may be required to perform said ditching.

**7.04 APPLICATION FOR EXTENSION OF GAS FACILITIES – PERMANENT SERVICE**

- A. Each application to Aquila for gas service of a permanent nature to premises requiring extension of Aquila's existing distribution facilities will be evaluated by Aquila in order that Aquila may determine the amount of investment (Construction Allowance) warranted by Aquila in making such extension. In the absence of special financing arrangements between the Applicant and Aquila, the Construction Charges as specified in the Facilities Extension Agreement shall be paid by the Applicant to Aquila before Aquila's construction commences.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

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- B. The Construction Charges may be refundable in part, or in their entirety, to the original Applicant during the Open Extension Period. The Facilities Extension Agreement, to be executed by Applicant and Aquila, shall outline the applicable refund mechanism as related to the performance required by Applicant. In no event shall refunds aggregate an amount greater than the Construction Charges. Refundable Construction Charges shall not accrue interest. No interest in any potential refunds may be assigned. Applicant shall be responsible for notifying Aquila within six months time of qualifying permanent loads connected to Aquila’s system. On a periodic basis, Aquila shall make the applicable refund(s) as specified in the Facilities Extension Agreement. No refunds will be made for performance after the Open Extension Period.
- C. Aquila will evaluate the feasibility of growth for an existing area when determining the amount of Construction Charges. Where sufficient growth is anticipated, the extension maybe made without an additional charge or at a reduced rate.

**7.05 APPLICATION FOR EXTENSION OF GAS FACILITIES – TEMPORARY OR LIMITED SERVICE**

A residential Applicant, or a non-residential Applicant requesting a basic extension, shall make at least a one (1) year commitment of gas space heating service. And a non-residential Applicant, requesting greater than a basic extension, shall include at least a three (3) year commitment of gas service. Service commitments less than these minimums are considered temporary or limited. For gas service of a temporary or limited nature, Applicant shall be required to pay to Aquila as non-refundable Construction Charges as outlined in the Facilities Extension Agreement an amount equal to the estimated net cost of installing, owning and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Aquila before Aquila’s construction commences.

**7.06 EXTENSION UPGRADES**

Where a gas distribution Extension Upgrade is required to serve a non-residential customer’s load requirements, the Facilities Extension Agreement between Aquila and Applicant shall apply the Estimated Construction Costs, Construction Allowance, and Construction Charges provisions contained in this extension policy to the Extension Upgrade.



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**7.07 RELOCATION OR CONVERSION REQUEST**

An Applicant desiring to have Aquila's existing facilities relocated may request Aquila to make such changes. If Aquila determines that such conversion or relocation can reasonably be made, Aquila will make such conversion or relocation on the following basis: The cost of removing and relocating such facilities, the related net cost of non-salvageable materials and the cost of any new facilities to be installed shall be paid by the Applicant as non-refundable Construction Charges as outlined in the Facilities Extension Agreement.

**7.08 EXCESS FACILITIES REQUEST**

In those instances where Aquila chooses to provide facilities at Applicant's request in variance with the normal gas construction standards, Applicant's shall be required to pay Aquila for the cost of such facilities, and to pay Aquila a Nonrefundable Construction Charge or a surcharge as outlined in the Facilities Extension Agreement. The charge is designed to recover the cost of insurance, replacement (or cost of removal), license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses associated with such distribution facilities.

**7.09 APPLICABILITY LIMITATION**

The applicability of this extension policy is limited by the following conditions:

- A. **FACILITIES EXTENSION AGREEMENT NOT TIMELY EXECUTED:** Aquila's Estimated Construction Costs and Construction Charges requirements as calculated for each extension may become void, at Aquila's discretion, after 120 days from the time a proposed Facilities Extension Agreement is provided by Aquila to Applicant. If a Facilities Extension Agreement is not fully executed before that time, it may become necessary for new estimates to be made incorporating the then current construction costs and the terms and conditions of Aquila's extension policy as on file and in effect with the Commission at that time.
- B. **ACCURATE ESTIMATES DOUBTFUL -- TRUE-UP FOR ACTUAL COSTS:** The Estimated Construction Costs will typically be the amount used in calculating the Construction Allowance and Construction Charges. In situations where the accuracy of the estimate is known to be highly uncertain, a true-up to reflect actual costs at the Extension Completion date will be made. The intention to adjust the Estimated Construction Costs to reflect actual costs shall be specified and agreed to by both Applicant and Aquila in the Facilities Extension Agreement.

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7.10 EXTENSION REQUESTS. Aquila has segmented Applicants into the following general categories for administration of this Extension Policy:

A. BASIC EXTENSION REQUEST, RESIDENTIAL SINGLE FAMILY or SMALL GENERAL SERVICE:

Free of Charge – Basic Extension Request: All Applicants, classified as Permanent Service, agreeing to use natural gas for normal space heating, or at least 500 Ccfs annually, for at least one (1) year, will receive the following installed basic facilities free of charge:

- first 150 feet of service line and/or feet of main per Applicant;
- one meter, not to exceed 399 cfh (cubic feet hour) at ½ inch differential;
- one standard regulator and meter bar assembly;

B. NON-BASIC EXTENSION REQUEST for SUBDIVISION PROJECTS:

Non Basic Extension Request: Applicants, classified as permanent service, requiring a Distribution Extension in excess of the basic installed facilities which are provided free of charge may incur construction charges as described below:

- Proven Projects: Projects requested by Applicant (developers) which have a proven track record to constructing projects at the specified number of dwellings and at the specified end-uses within five years, will have the applicable standard Construction Allowance subtracted from the Estimated Construction Costs for the Applicant’s project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable charges will not be applied to proven projects.
- Unproven/Indeterminate Projects: Projects defined as unproven or indeterminate, at Company’s sole discretion, based upon the Applicant’s (developers’) track record will have a potentially refundable construction charge applied on a per dwelling basis to be paid by Applicant. In addition, the applicable standard Construction Allowance will be subtracted from the Estimated Construction Costs for the Applicant’s project in order to determine the Nonrefundable Construction Charge to be paid by Applicant.

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**C. RESIDENTIAL MULTI-FAMILY or RESIDENTIAL MOBILE HOME TRAILER PARKS:**

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable construction charges may be applied at Aquila's discretion as dependent on the Applicant's credit history and project complexity and/or size. All mobile homes will be served natural gas at each mobile home position. Company will install all mains, services, regulators, meters, and termination valves for serving individual mobile home spaces in mobile home courts.

**D. COMMERCIAL or INDUSTRIAL:**

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable construction charges may be applied at Aquila's discretion as dependent on the Applicant's credit history and project complexity and/or size.

**8. COMPLIANCE WITH RULES AND REGULATIONS**

**8.01 FAILURE TO COMPLY**

- A. No agent of Company has power to modify, waive, or to bind Company by making any promise or representation not contained in the approved Rules of Company.
- B. If the customer fails, neglects, or refuses to comply with these Rules, Company shall have the right to discontinue all its gas service to the customer and to remove its property from the customer's premises upon mailing notice to the address to which the monthly bills are sent.

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

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P.S.C. MO. No. 1 Original Sheet No. R-48  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

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9.0 PROMOTIONAL PRACTICES

- 9.01 Fuel Cost Comparisons - Company assists customers and prospective customers in evaluating the optional energy to be used for any particular application.
- 9.02 Equipment Selection - Company provides customers and prospective customers with educational information on the latest technical improvements in natural gas equipment.
- 9.03 Energy Consulting - Company provides customers, prospective customers, suppliers or other interested parties with technical information.
- 9.04 Promotion of High Efficiency Natural Gas Appliances - Company provides the use of high efficiency natural gas appliances by making available educational material. Upon request, Company will supply to customers and prospective customers a cost comparison showing possible energy savings through the use of high efficiency equipment.
- 9.05 Educational Services - Company engages in an educational process to familiarize the communities we serve with the benefits of natural gas

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DATE OF ISSUE: August 1, 2003  
ISSUED BY: Robert Amdor, Regulatory Services

EFFECTIVE DATE: September 1, 2003

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P.S.C. MO. No. 1 Original Sheet No. R-49  
Canceling P.S.C. MO. No. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

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9.06 Residential Customer Purchase Plan

- (a) This plan is available to residential customers who own and reside in one, two, three or four-family dwellings that are occupied on a year-round basis. These customers must meet uniform credit qualifications established by Company. Items that can be financed include:
- (1) Gas cooling equipment.
  - (2) Gas heating equipment.
  - (3) Installation, wiring, piping and duct work pertaining to the above equipment. This includes the costs necessary to convert the house and appliances.
  - (4) Gas water heaters, ranges, dryers or other major appliances.
  - (5) Humidifier or electronic air cleaner when installed in conjunction with the above equipment.
  - (6) Extended warranties on the above equipment.
- (b) Equipment financed must exceed the NAECA minimum-efficiency requirements in effect at the time of financing.
- (c) The annual rate of interest will be two percent above the annual prime rate as quoted in The Wall Street Journal for the first business day in December. This annual rate of interest will apply to the following calendar years loan repayments. The annual interest rate can change each year for the term of the loan. The financing period will be established by Company and can range from six to one hundred and twenty months. The interest rate and financing terms will not exceed those allowed by Missouri law, nor be more favorable than those generally prevailing in the applicable retail markets. The monthly loan repayment amount will appear as a separate item on the customer's regular monthly Company utility bill.
- (d) Financing will be made available directly to customers by Company. Dealers or persons who sell and install equipment for residential customers can make information regarding this purchase plan available to their customers and complete and forward necessary paperwork to Company.
- (e) Financing in excess of \$10,000 will be at the discretion of Company on a case-by-case basis. These customers must meet the same uniform credit qualifications established by Company for all other customers.
- (f) Revenue and expenses associated with the operation of this plan shall be subject Commission review in all general rate proceedings.

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9.07 Commercial and Industrial Customer Purchase Plan

- (a) This plan is available to new or existing Company commercial and industrial customers. Items that can be financed include:
  - (1) Gas cooling equipment.
  - (2) Gas heating equipment.
  - (3) Gas process equipment, which includes commercial cooking.
  - (4) Gas water heating equipment.
  - (5) Installation, wiring, piping and duct work pertaining to the above equipment.
  - (6) Extended warranties on the above equipment.
- (b) Equipment financed must exceed the ASHARE minimum-efficiency requirements in effect at the time of financing.
- (c) Company shall put interested customers in contact with lending organization(s) that have funds available.
- (d) The lending organization will apply its usual and customary underwriting and credit due diligence standards in considering loan applications. The customer will apply for the loan directly with the lending organization. Each customer will be notified in writing by the lending organization if the loan is accepted or denied. Company will not be involved in determining eligibility for loans
- (e) All terms and conditions of the loan, including but not limited to, interest rate, term, collateral, repayment provisions, representations and warranties of the customer, financial reporting and covenants, and defaults and remedies shall be negotiated between the lending organization and the customer.
- (f) The lending organization will notify Company of the customer's monthly loan repayment amount and term of the agreement. Company will include the loan repayment amount on the customer's monthly utility bill. The loan repayment amount will be designated clearly and separately from utility charges. If partial payment of the bill is made, Company will credit all payments to the balance outstanding for utility charges before crediting the loan repayment amount or other non-utility services.
- (g) Company will remit all loan repayments received from customers to the lending organization as soon as commercially reasonable.
- (h) The lending organization will assume all billing and collection activities if the customer does not pay the loan payment amount within thirty-seven (37) days from the billing date. If there is such a default on the loan payment, Company will notify the customer in writing that all future loan payments are required to be made directly to the lending organization. After such notice by Company, Company's participation in the loan repayment process for that customer shall be terminated and the line item removed from the customer's bill.
- (i) Revenue and expenses associated with the operation of this plan shall be subject to Commission review in all general rate proceedings.

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10.0. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED

<u>Section</u>	<u>Type of Charge</u>	<u>Amount of Charge</u>
2.04 (G)	Security Deposits	
	New Customer	One-sixth of annual billing
	Standard	Two times highest billing
2.07A	Reconnect Charge	
	Normal Business Hours	\$30.00
	After Normal Hours	\$50.00
2.07B	Connection Charge	
	After Normal Hours	\$50.00
2.07C	Collection Charge	\$30.00
2.07E	Reconnection Charge within 12 months of service termination	Lesser of the sum of minimum monthly charges or the Reconnection Charge in 2.07A
2.08	Charge for Returned Checks	\$20.00
2.09	Excess Flow Valves	\$65.00
	New service	Actual cost, not to exceed \$900
	Post installation activities	Actual costs
4.02 (B)	Meter Tampering	All associated costs
5.03	Meter Testing Requests	\$25.00 (if meter is accurate)
5.04	Billing Adjustments	Varies by type and period to be adjusted depending upon revenue class
6.04 (C)	Special Meter Reading Appointments	
	Other Than Normal Read Date	\$30.00
	Outside of Normal Business Hours	\$50.00
6.09	Late Payment Charge	One and one-half percent (1 ½%) of unpaid bill.

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10.0 SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED (Continued)

7.04- 7.08	Construction charges for extension of gas facilities, extension upgrades, facility relocations, or excess facilities	Construction charges are specified in Company's Facilities Extension Agreement.
7.10	Charges for extension requests	Residential single family or small general service: no charge for: 150 feet of service line and or feet of main per Applicant, one meter not to exceed 399 cfh at ½ inch differential, one standard regulator and meter bar assembly; construction charges for additional facilities as per the Facilities Extension Agreement.  Non-residential extension requests: Proven projects: Estimated construction costs less the standard construction allowance.  Unproven/Indeterminate projects: Company has discretion to charge a Construction Charge. Estimated construction costs less the standard construction allowance.  Residential multi-family or mobile home parks: Estimated construction costs less the standard construction allowance.  Commercial or industrial extension requests: Estimated construction costs less the standard construction allowance.