Fifth Revised Fourth Revised SHEET No. 40 SHEET No. 40

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

AVAILABLE

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

APPLICABLE

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

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

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

When more than one meter is set at a single address or location for the customer's convenience, an LVS customer charge shall be assessed for each of the first two meters. For each such remaining installed meter, the Fixed Monthly Charge will be \$250.04. Gas delivered through all meters set at a single address or location will be aggregated for the purpose of calculating the monthly sales or transportation charges.

February 28, 2010

DATE OF ISSUE February 16, 2010 month day year

DATE EFFECTIVE

March 18, 2010 month day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO, 64111 Fourth Revised Third Revised

SHEET No. 40 SHEET No. 40

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

AVAILABLE

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

APPLICABLE

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

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

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

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

DATE OF ISSUE March

28, 2007 day year month

DATE EFFECTIVE

2007 day year month April 3, 2007

ISSUED BY: Michael R. Noack

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

CANCELLED February 28, 2010 Missouri Public Service Commission GR-2009-0355; YG-2010-0500

Third Revised Second Revised SHEET No. 40 SHEET No. 40

Missouri Gas Energy.

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

AVAILABLE

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

APPLICABLE

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

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

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

When more than one meter is set at a single address or location for the customer's convenience, an LVS customer charge shall be assessed for each of the first two meters. For each such remaining installed meter, the customer charge will be \$204.65. Gas delivered through all meters set at a single address or location will be aggregated for the purpose of calculating the monthly sales or transportation charges.

DATE OF ISSUE September 24, 2004

DATE EFFECTIVE October

month day year

year month day Ocotober 2, 2004

ISSUED BY: ___ Michael R. Noack

Director, Pricing and Regulatory Affairs

Second Revised First Revised

SHEET No. 40 SHEET No. 40

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri-Service: Areas lic

LARGE VOLUME SERVICE

LV

<u>16</u>2001

AVAILABLE

Service Commission

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

APPLICABLE

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

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

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

When more than one meter is set at a single address or location, as of June 30, 2000, for the customer's convenience, an LVS customer charge shall be assessed for each of the first two meters. For each such remaining installed meter, customer charges will be computed at 50 percent of the LVS customer charge. Gas delivered through all meters set at a single address or location will be aggregated for the purpose of calculating the monthly sales or transportation charges.

DATE OF ISSUE

July 16, 2001 month day year

DATE EFFECTIVE

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AUG 06 2001

ISSUED BY: Robert J. Hack Missouri PViedResident, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111

> FILED AUG 06 2001 01-292 Service Commission

First Revised Original SHEET No. 40 SHEET No. 40

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

Missouri Public Service Commission

<u>LV</u>

REC'D AUG 2 8 1998

AVAILABLE

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

APPLICABLE

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

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

such reduced requirement until such time as the customer may re-qualify for service hereunder in accordance with the above paragraph.

For purposes of this schedule, a single address or location is defined as the customer's contiguous premises, including streets, alleys and other rights of way,

within an area completely surrounded by property owned by others.

When more than one meter is set at a single address or location for the customer's convenience, an LVS customer charge shall be assessed for each of the first two meters. For each such remaining installed meter, customer charges will be computed at 50 percent of the LVS customer charge. Gas delivered through all meters set at a single address or location will be aggregated for the purpose of calculating the monthly sales or transportation charges.

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DATE OF ISSUE August

<u>August 28 1998</u>

month day year

DATE EFFECTIVE

month day year SEP 0 2 1998

ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO, 6411

Missouri Public

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Original

SHEET No. 40

Missouri Gas Energy,
a Division of Southern Union Company

For ____All Missouri Service Alege ED

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Large Volume Service

LV

MISSOURI

AVAILABLE

Public Service Commission

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

APPLICABLE

To natural gas service supplied to commercial and industrial customers whose natural gas requirements at a single address or location the Company expects will exceed 1,500 MCF in any one month of a 12 month billing period . Service to such customers shall be subject to a contract between the customer and the Company, in the form of Sheet Nos. 50 through 58, as applicable, unless otherwise authorized by state law.

Customers receiving service under this schedule whose maximum monthly requirement at a single address or location has exceeded 1,500 MCF during the most recent 12 month period ended February, or the Company expects will exceed 1,500 MCF in the following contract year will retain their eligibility for this rate for the following contract year beginning November 1. Any customer failing to meet this requirement shall become ineligible for this rate at the end of the current contract year and will be served under the applicable rate schedule for such reduced requirement until such time as the customer may re-qualify for service hereunder in accordance with the above paragraph.

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

When more than one meter or metering facility is set at a single address or location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed. Missouri Public Service Commission

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DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year month day year

ISSUED BY_

Vice President, Rates and Regulatory Affairs

Third Revised Second Revised

SHEET No. 41 SHEET No. 41

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

Each customer meeting the eligibility requirements of this schedule shall give the Company 12 months written notice before switching from a general sales service rate schedule to this schedule, unless the customer has paid the Company a charge designed to reimburse the Company for any costs which have been incurred to provide sales service to the customer and which cannot be avoided or recouped through other reasonably available means. Such costs may include interstate pipeline charges for storage and transportation and higher gas costs because of a decrease in purchase volumes. Customers must give the Company 12 months written notice to switch from the transportation service to a general sales service rate schedule, unless sales gas is otherwise available and the customer has paid the Company the incremental cost of providing such service in the period prior to when such notice would have otherwise become effective. Such costs may include incremental pipeline transportation and storage capacity and higher gas supply costs.

Compression of natural gas for use as a fuel in vehicular combustion engines - CNG

Applicable to gas service provided under contract to retail distributors for the sole purpose of compressing natural gas for use as a fuel in vehicular internal combustion engines.

Service under these schedules shall be through one or more meters at the option of the Company, provided they are located at the same premise. Service for any end use of gas other than the compression of natural gas for vehicle use, such as space heating, water heating, processing or boiler fuel use, is not permitted under these schedules as provided.

When more than one meter or metering facility is set at a single location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

The service provided under this rate schedule does not include the provision of compression services or facilities.

DATE OF ISSUE February 16, 2010 month

DATE EFFECTIVE

February 28, 2010 March year month dav

ISSUED BY: Michael R. Noack

day year

Director, Pricing and Regulatory Affairs

P.S.C. MO. No.1 Canceling P.S.C. MO. No. 1

Second Revised First Revised SHEET No. 41 SHEET No. 41

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

Each customer meeting the eligibility requirements of this schedule shall give the Company 12 months written notice before switching from a general sales service rate schedule to this schedule, unless the customer has paid the Company a charge designed to reimburse the Company for any costs which have been incurred to provide sales service to the customer and which cannot be avoided or recouped through other reasonably available means. Such costs may include interstate pipeline charges for storage and transportation and higher gas costs because of a decrease in purchase volumes. Customers must give the Company 12 months written notice to switch from the transportation service to a general sales service rate schedule, unless sales gas is otherwise available and the customer has paid the Company the incremental cost of providing such service in the period prior to when such notice would have otherwise become effective. Such costs may include incremental pipeline transportation and storage capacity and higher gas supply costs.

CONTRACT DEMAND OPTION

1. To the extent permitted by the Company's gas sales and transportation agreements, initial Contract Demand levels will be accepted at any time and will continue through October 31 of the current year. Customers receiving service hereunder may elect to amend their Contract Demand level effective on each November 1 with at least 180 days prior written notice to the Company. Failure by an existing transportation customer to make a Contract Demand election at the required time shall be sufficient cause for the Company to extend that existing Contract Demand level for the following year. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if (1) the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or (2) the net change results in an increased requirement and the Company is able to secure a sufficient gas supply and/or transportation capacity of gas to meet such increased requirements.

DATE OF ISSUE <u>August 28 1998</u>

month day year

DATE EFFECTIVE <u>September 02 1998</u>

month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111



P.S.C. MO. No. 1 Canceling P.S.C.MO. No. 1 Missouri Gas Energy,

First Revised Original

SHEET No. SHEET No. 41

a Division of Southern Union Company

All Missouri Service Areas

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Large Volume Service

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SERVICE OPTIONS

MISSOURI Public Service Commission

Each customer meeting the eligibility requirements of this schedule shall elect one service option; Sales or Transportation Service. Customers must give the Company 12 months written notice before they may switch from sales to transportation service, unless the customer has paid the Company a charge designed to reimburse the Company for any costs which have been incurred to provide sales service to the customer and which cannot be avoided or recouped through other reasonably available means. Such costs may include interstate pipeline charges for storage and transportation and higher gas costs because of a decrease in purchase volumes. Customers must give the Company 12 months written notice to switch from transportation to sales service, unless sales gas is otherwise available and the customer has paid the Company the incremental cost of providing such service in the period prior to when such notice would have otherwise become effective. Such costs may include incremental pipeline transportation and storage capacity and higher Mincourl Public Service Continuesion gas supply costs.

NET MONTHLY BILL

Sales Service

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Sales Service, whereby the bill for each billing period shall be the sum of the Customer Charge and the Sales Charge. Service hereunder is subject to the Purchase Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Transportation Service

Transportation Service, whereby the bill for each billing period shall be the sum of the Customer Charge, the Transportation Charge, the Demand Charge, and the Sales Charge, if applicable. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

DATE OF ISSUE October 27, 1995

month day vear NOV 2 6 1995 TO Movember 26, month day

ISSUED BY John M. Fernald

95 - 177 MO. PUBLIC SERVICE (COMM) Rates and Regulatory Affairs

Missouri Gas Energy, 3420 Broadway, Kansas City, MO. 64111

P.S.C.MO. No.	1	<u>Original</u>	SHEET No 41
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Missouri Gas Energy,

a Division of Southern Union Company All Missouri Service Areas For

Large Volume Service

SERVICE OPTIONS

Each customer meeting the eligibility requirements of this schedule shall elect of service entires. Salar or Transmitted service option; Sales or Transportation Service. Customers must give the Company 12 months written notice before they may switch from sales to transportation service, unless the customer has paid the Company a charge designed to reimburse the Company for any costs which have been incurred to provide sales service to the customer and which cannot be avoided or recouped through other reasonably available means. Such costs may include interstate pipeline charges for storage and transportation and higher gas costs because of a decrease in purchase volumes. Customers must give the Company 12 months written notice to switch from transportation to sales service, unless sales gas is otherwise available and the customer has paid the Company the incremental cost of providing such service in the period prior to when such notice would have otherwise become effective. Such costs may include incremental pipeline transportation and storage capacity and higher gas supply costs. For a period of six months after the effective date of October 15, 1993, the 12 month notice requirement will be waived.

NET MONTHLY BILL

Sales Service

Sales Service, whereby the bill for each billing period shall be the sum of the Customer Charge and the Sales Charge. Service hereunder is subject to the Purchase Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Transportation Service

Transportation Service, whereby the bill for each billing period shall be the sum of the Customer Charge, the Transportation Charge, the Demand Charge, and the Sales Charge, if applicable. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule AneClas Edustment (TA) schedule ent piner provisions as hereinafter described.

> FEB 1 1994 94 - 40 NOV 26 1995

MO. PUBLIC SERVICE COMM

DATE EFFECTIVE February 1994 DATE OF ISSUE January 7 month vear month day day vear

ISSUED BY_ Vice President, Rates and Regulatory Affairs

F. Jay Cummings

First Revised Original

SHEET No. 41.1 SHEET No. 41.1

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

CONTRACT DEMAND OPTION

To the extent permitted by the Company's gas sales and transportation agreements, initial Contract Demand levels will be accepted at any time and will continue through October 31 of the current year. Customers receiving service hereunder may elect to amend their Contract Demand level effective on each November 1 with at least 180 days prior written notice to the Company. Failure by an existing transportation customer to make a Contract Demand election at the required time shall be sufficient cause for the Company to extend that existing Contract Demand level for the following year. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if (1) the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or (2) the net change results in an increased requirement and the Company is able to secure a sufficient gas supply and/or transportation capacity of gas to meet such increased requirements.

If the Company is unable to secure a sufficient gas supply and/or transportation capacity for this purpose, the added gas supply and/or transportation capacity, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers.

The Company shall be bound only to provide natural gas to satisfy the customer's Contract Demand level to the extent a supply of natural gas is available in quantities sufficient to provide such gas without jeopardizing service to higher priority customers according to the Company's priority of service schedule contained in its General Terms and Conditions and the Company shall not be liable for loss or damage to the customer in the event of curtailment of gas supply. In such event, the Company may require the customer to curtail its usage below its Contract Demand. In the event that the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for all applicable Unauthorized Use Charges as set forth in the Transportation Provisions (TRPR) schedule. The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply.

DATE OF ISSUE February 16. 2010 month day year

DATE EFFECTIVE

February 28, 2010 18, 2010 March month day vear

ISSUED BY: Michael R. Noack

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

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

If the Company is unable to secure a sufficient gas supply and/or transportation capacity for this purpose, the added gas supply and/or transportation capacity, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers.

2. The Company shall be bound only to provide natural gas to satisfy the customer's Contract Demand level to the extent a supply of natural gas is available in quantities sufficient to provide such gas without jeopardizing service to higher priority customers according to the Company's priority of service schedule contained in its General Terms and Conditions and the Company shall not be liable for loss or damage to the customer in the event of curtailment of gas supply. In such event, the Company may require the customer to curtail its usage below its Contract Demand. In the event that the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for all applicable Unauthorized Use Charges as set forth in the Transportation Provisions (TRPR) schedule. The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply.

DATE OF ISSUE August 28 1998 month day year

DATE EFFECTIVE

September 02 month day

1998 Vear

ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs



Eighth Revised Seventh Revised SHEET No. 42 SHEET No. 42

Missouri Gas Energy.

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Delivery Charge, the Contract Demand Charge, and the EGM Charge. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Rate

Fixed Monthly Charge:

\$872.12 per month

Volumetric Delivery Charge:

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

\$ 0.05434 per Ccf for the first 30,000 Ccf delivered, plus

\$ 0.04265 per Ccf for all additional gas delivered.

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

\$ 0.03437 per Ccf for the first 30,000 Ccf delivered, plus

\$ 0.02268 per Ccf for all additional gas delivered.

Contract Demand Charge: The Contract Demand rate as set forth in the Purchased Gas Adjustment schedule Sheet 24.3.

Maximum Delivery Charge: The delivery charge as stated above.

Minimum delivery Charge: The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions. In no event may the minimum delivery charge be below an amount equivalent to:

Basic service charge plus \$0.0005 per Ccf.

DATE OF ISSUE February 16, DATE EFFECTIVE 2010

day year

February 28, 2010 March

month day year

ISSUED BY: Michael R. Noack

month

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

Seventh Revised Sixth Revised SHEET No. 42 SHEET No. 42

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE LV

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Delivery Charge, the Contract Demand Charge, and the EGM Charge. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Rate

Fixed Monthly Charge: \$835.95 per month

Volumetric Delivery Charge:

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

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

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

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

Contract Demand Charge: The Contract Demand rate as set forth in the Purchased Gas Adjustment schedule Sheet 24.3.

Maximum Delivery Charge: The delivery charge as stated above.

Minimum delivery Charge: The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions. In no event may the minimum delivery charge be below an amount equivalent to:

Basic service charge plus \$0.0005 per Ccf.

DATE OF ISSUE March 28, 2007 DATE EFFECTIVE April 28, 2007 month day year month day year

April 3, 2007

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Sixth Revised Fifth Revised

SHEET No. 42 SHEET No. 42

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE LV

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Transportation Charge, the Contract Demand Charge, and the EGM Charge. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Rate

Customer Charge:

\$478.75 per month

Sales or Transportation Charge:

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

\$ 0.05209 per Ccf for the first 30,000 Ccf transported, plus

\$ 0.04088 per Ccf for all additional gas transported.

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

\$ 0.03294 per Ccf for the first 30,000 Ccf transported, plus

\$ 0.02174 per Ccf for all additional gas transported.

The Contract Demand rate as set forth in the Contract Demand Charge: Purchased Gas Adjustment schedule Sheet 24.3.

Maximum Transportation Charge: The transportation charge as stated above.

The higher of the above rate for zero Minimum Transportation Charge: consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions. In no event may the minimum transportation charge be below an amount equivalent to:

Customer charge plus \$0.0005 per Ccf.

DATE OF ISSUE September 24, 2004

JSSUED BY: Michael R. Noack

month day year DATE EFFECTIVE October

n day ye Ocotober 2, 2004 month

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

Fifth Revised Fourth Revised SHEET No. 42 SHEET No. 42

Missouri Public

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

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LV

Service Commission

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Transportation Charge, the Contract Demand Charge, and the EGM Charge. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Rate

Customer Charge:

\$409.30 per month

Sales or Transportation Charge:

OCT 0 2 2004

BYLOURS 42 Public Service Commission

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

\$ 0.04468 per Ccf for the first 30,000 Ccf transported, plus \$ 0.03507 per Ccf for all additional gas transported.

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

\$ 0.02826 per Ccf for the first 30,000 Ccf transported, plus \$ 0.01865 per Ccf for all additional gas transported.

Contract Demand Charge: The Contract Demand rate as set forth in the Purchased Gas Adjustment schedule Sheet 24.7.

Maximum Transportation Charge: The transportation charge as stated above.

Minimum Transportation Charge: The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions. In no event may the minimum transportation charge be below an amount equivalent to:

Customer charge plus \$0.0005 per Ccf.

DATE OF ISSUE __July_

2001 month day year

DATE EFFECTIVE

day month

AUG 0 6 2001

ISSUED BY: Robert J. Hack Missouri Publice President, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111

FILED AUG 06 2001

01-292 Service Commission

Fourth Revised Third Revised

SHEET No. 42 SHEET No. 42

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE $\mathsf{L}\mathsf{V}$

Missouri Public Service Commission

NET MONTHLY BILL

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The bill for each billing period shall be the sum of the Customer Charge, the Transportation Charge, the Contract Demand Charge, and the EGM Charge. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

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Rate

Customer Charge:

\$409.30 per month

AUG 0 6 2001

Sales or Transportation Charge:

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

\$ 0.04267 per Ccf for the first 30,000 Ccf transported, plus

\$ 0.03349 per Ccf for all additional gas transported.

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

\$ 0.02699 per Ccf for the first 30,000 Ccf transported, plus

\$ 0.01781 per Ccf for all additional gas transported.

Contract Demand Charge: The Contract Demand rate as set forth in the Purchased Gas Adjustment schedule Sheet 24.7.

Maximum Transportation Charge: The transportation charge as stated above.

The higher of the above rate for zero Minimum Transportation Charge: consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions. In no event may the minimum transportation charge be below an amount equivalent to: Missouri Public

Customer charge plus \$0,0005 per Ccf.

Service Commission 98-140

FILED NOV 01 2000

DATE OF ISSUE October 13. month

2000 day year

DATE EFFECTIVE

month day year

ISSUED BY: Robert J. Hack

NOV 0 1 2000 Vice President, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111

Third Revised Second Revised SHEET No. 42 SHEET No. 42

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE LV

Missouri Public Service Commission

NET MONTHLY BILL

REC'D AUG 2 8 1998

The bill for each billing period shall be the sum of the Customer Charge, the Transportation Charge, the Contract Demand Charge, and the EGM Charge. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule, the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

<u>Rate</u>

CANCELLED

Customer Charge:

\$409.30 per month NOV 01 2000

Sales or Transportation Charge:

Public Service Commission

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

\$ 0.04270 per Ccf for the first 30,000 Ccf transported, plus

\$ 0.03351 per Ccf for all additional gas transported.

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

\$ 0.02701 per Ccf for the first 30,000 Ccf transported, plus

\$ 0.01782 per Ccf for all additional gas transported.

The Contract Demand rate as set forth in the Contract Demand Charge: Purchased Gas Adjustment schedule Sheet 24.7.

The transportation charge as stated above. Maximum Transportation Charge:

The higher of the above rate for zero Minimum Transportation Charge: consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions. In no event may the minimum transportation charge be below an amount equivaling commission

Customer charge plus \$0.0005 per Ccf.

FILFD SEP 02 1998

DATE OF ISSUE August 1998

month day year DATE EFFECTIVE

ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs

P.S.C. MO. No.1 Canceling P.S.C. MO. No. 1

Second Revised First Revised

SHEET No. 42 SHEET No. 42

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

received

MAR 1 2 1997

NET MONTHLY BILL

Rate

MISSOUR! Public Service Comm.sc:

Customer Charge:

\$409.30 per month

Sales or Transportation Charge:

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

\$0.3742 MCF for the first 3,000 MCF sold or transported, plus \$0.2937 MCF for all additional gas sold or transported.

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

\$0.2367 MCF for the first 3,000 MCF sold or transported, plus \$0.1562 MCF for all additional gas sold or transported.

Maximum Transportation Charge:

Missouri Public Service Commission

The transportation charge as stated above.

DANG SEP UZ

Minimum Transportation Charge:

The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions. In no event may the minimum transportation charge be below an amount equivalent to:

Customer charge plus \$0.005 per MCF.

FILED

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

MAR 2 1 1997

DATE OF ISSUE March 18 1997 month day year DATE EFFECTIVE

March 21 1997

month day

year

ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs

Original

SHEET No. 42 SHEET No. 42

Missouri Gas Energy, a Division of Southern Union Company JTID 8 0 1997

For: All Missouri Service Areas

LARGE VOLUME SERVICE VIDE COMMINISTIC LV

NET MONTHLY BILL

CANCELLED

Rate

Customer Charge:

\$409.30 per month.

MAR 21 1997

Sales or Transportation Charge:

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

\$0.3742 MCF for the first 3,000 MCF sold or transported, plus \$0.2937 MCF for all additional gas sold or transported.

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

\$0.2367 MCF for the first 3,000 MCF sold or transported, plus \$0.1562 MCF for all additional gas sold or transported.

Maximum Transportation Charge:

The transportation charge as stated above.

Minimum Transportation Charge:

In no event may the minimum transportation charge be below an amount equivalent to: ににほり

Customer charge plus \$0.005 per MCF.

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

DATE OF ISSUE

Jan. 30, 1997

DATE EFFECTIVE

February month

day

ISSUED BY: Charles B. Hernandez

month

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

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····		Lar	ge Volume Service	<u> </u>	RECEIL	/ED
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NET MON	THLY BILL			3 11	MISSOL Blic Service C	
Rat	<u>te</u>			-0	ione Service C	OHIIII 1925
	Customer Char \$409.30 pe	•				
	Sales or Transp	ortation Ch	arge:			
	For all gas d	elivered du	ring the billing mon	th of Novemb	er through Mar	ch:
	•		he first 3,000 MCF Ill additional gas so		•	,
	For all gas d	lelivered du	ring the billing mon	ths of April th	nrough October:	
	-		the first 3,000 MC all additional gas so		-	
ી. ં	Maximum Trans	sportation C	Charge:			
	The transpo	rtation char	rge as stated above) .	. ,	,
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Service	equivalent t	o:	inimum transportati \$0.075 per MCF.	ion charge be	below an amou	int
		billing cycle	has usage in more	than one cale	ndar month, the	sales
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DATE OF I	SSUE January month	7	1994 DATE EF			1994
SSUED BY		day	year Vice President		th day d Regulatory Af	year fairs

<u>Original</u>

SHEET No. 42

P.S.C.MO. No. __1___

FORM NO. 13

P.S.C. MO. No.1
Canceling P.S.C. MO. No.1

First Revised Original SHEET No. 43 SHEET No. 43

Missouri Gas Energy,

<u>a Division of Southern Union Company</u>

Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

LARGE VOLUME SERVICE

LV

NET MONTHLY BILL

Rate (continued)

The Purchased Gas Adjustment (PGA) rate applicable to the consumption by customers who are required or who have elected to have electronic gas measuring (EGM) equipment installed, shall be billed at the PGA rate in effect during the billing cycle. For billing cycles which have multiple PGA rates, the respective rates will be applied to the consumption measured by EGM for the periods in which the consumption occurred.

The Company may from time to time at its sole discretion reduce its charge for transportation service by any amount down to the minimum transportation charge for customers who have alternative energy sources, which on an equivalent BTU basis, can be shown to be less than the sum of the Company's transportation rate and the cost of natural gas available to the customer.

Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to re-establish service to a previous customer or to acquire new customers.

The Company will reduce its transportation rate on a case by case basis only after the customer demonstrates to the Company's satisfaction that a feasible alternative energy source exists.

If the Company reduces its transportation charge hereunder, it may, unless otherwise provided for by contract upon 2 days notice to the customer, further adjust that price within the rates set forth above.

DATE OF ISSUE August 11, 1997 month day year ISSUED BY Charles B. Hernandez DATE EFFECTIVE September 1, 1997 month day year Director, Pricing and Regulatory Affairs

P.S.C.MO. No1	Original SHEET No. 43
Missouri Gas Energy,	
a Division of Southern Union Company For	All Missouri Service Areas
	me Service
	<u>V</u> JAN - 7 1994
NEXT MONTHLY BILL (continued)	MISSOURI Public Service Commission
Rate (continued)	
transportation service by any amount of customers who have alternative energy	e at its sole discretion reduce its charge for lown to the minimum transportation charge for y sources, which on an equivalent BTU basis, of the Company's transportation rate and the stomer.
	if, in the Company's sole discretion, they are to an existing customer, to re-establish service sew customers.
	ition rate on a case by case basis only after the any's satisfaction that a feasible alternative
	on charge hereunder, it may, unless otherwise otice to the customer, further adjust that price
	CANCELLED
	SEP 1 1997 SY Let RS #3 Public Service Commission MISSOURI
	FILED
	FEB 1 1994 94 - 40
DATE OF ISSUE January 7 1994	MO. PUBLIC SERVICE COMN DATE EFFECTIVE February 1 1994
month day yea	
ISSUED BY	Vice President Rates and Beguletony Affairs
F. Jay Cummings	Vice President, Rates and Regulatory Affairs

Fourth Revised
Third Revised

SHEET No. <u>44</u> SHEET No. 44

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

For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

NET MONTHLY BILL (continued)

Unauthorized Use

In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline transportation contract, or during a local distribution system curtailment as specified in the Company's General Terms and Conditions or in the event of a zero monthly nomination, then all deliveries to the customer, in excess of any contracted Contract Demand level shall be considered unauthorized use and shall be billed unauthorized use charges, as described in the Transportation Provisions schedule (TRPR). The Company shall use its best efforts to provide advance notice of operational orders and curtailments to the customer.

Delayed Payment Charge

0.5% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulations.

DATE OF ISSUE September 24, 2004

month day year

DATE EFFECTIVE

October 24

month day year

2004

ISSUED BY: Michael R. Noack

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

Third Revised Second Revised

SHEET No. 44 SHEET No. 44

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

Missouri Public Service Commission

<u>LV</u>

REC'D AUG 2-8 1998

NET MONTHLY BILL (continued)

Unauthorized Use

In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline transportation contract, or during a local distribution system curtailment as specified in the Company's General Terms and Conditions or in the event of a zero monthly nomination, then all deliveries to the customer, in excess of any contracted Contract Demand level shall be considered unauthorized use and shall be billed unauthorized use charges, as described in the Transportation Provisions schedule (TRPR). The Company shall use its best efforts to provide advance notice of operational orders and curtailments to the customer.

Delayed Payment Charge

1.5% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulations.

CANCELLED

OCT 0 2 2004 Public Service Commission

Missouri Public Service Commission 98-140 FILED SÉP 0 2 1998

DATE OF ISSUE August

28 1998

month

DATE EFFECTIVE

month

day year

ISSUED BY: Charles B. Hemandez

day year

SEP 0 2 1998 Director, Pricing and Regulatory Affairs

P.S.C. MO. No.1 Canceling P.S.C. MO. No.1

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Second Revised First Revised

SHEET No. 44 SHEET No. 44

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

For: All Missouri Service Areas Community, Town or City

LARGE VOLUME SERVICE

LV

RECEIVED

MAR 1 2 1997

NET MONTHLY BILL (continued)

MISSOURI Public Service Comm.so.

Unauthorized Use

In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline transportation contract, then all deliveries to the customer, in excess of any contracted Contract Demand level, shall be considered unauthorized use and shall be billed pursuant to the Unauthorized Use Charges (UUC) schedule.

Minimum Bill

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

Delayed Payment Charge

2% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulations.

Missouri Public Service Commission

CANC SEP 0 2 1998 by 3rd RW. Sht. 44

FILED

MAR 211 1997

MO. PUBLIC SEPVICE COMM

DATE OF ISSUE: March

DATE EFFECTIVE: March

month

ISSUED BY: Charles B, Hernandez

Director, Rates and Regulatory Affairs

Missouri Gas Energy, Kansas City, Missouri 64111

FORM NO. 13

P.S.C. MO. No.1

Cancelling P.S.C. MO. No.1

Original

SHEET No. 44 SHEET No. 44

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

きおきも1937 For: All Missouri Service Areas Community, Town or City

LARGE VOLUME SERVICE <u>LV</u>

NET MONTHLY BILL (continued)

Unauthorized Use

In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline gas transportation contract, then all deliveries to the customer, in excess of any contracted Contract Demand level, shall be considered unauthorized use and shall be billed pursuant to the Unauthorized Use Charges (UUC) schedule.

Minimum Bill

The monthly minimum bill will be the higher of the monthly customer charge or the minimum set forth by contract.

Delayed Payment Charge

2% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

CANCELLED

MAR 21 1997

FILED

DATE OF ISSUE

Jan, 30, 199month

DATE EFFECTIVE

February

1997 year

day year

month

day

ISSUED BY: Charles B. Hernandez

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

P.S.C.MO. No1	<u>Original</u>	SHEET No	44	
Missouri Gas Energy,				
a Division of Southern Union Company	For All Miss			
Large Volu	me Service	RECE	IVED	
<u>L</u> '	V	JAN - 7	7 1994	
NET MONTHLY BILL (continued)		MISSC Public Service		
Demand Charges		- anic cataloa	Cumission	
All customers receiving transportation service under this schedule who also desire to purchase company-supplied gas are required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers. For Panhandle Eastern customers, gas purchase requirements in excess of the Contract Demand level will be supplied strictly on an as-available basis and only when alternative gas supplies are unavailable to the customer. Contract Demand service and as-available service shall be subject to the applicable charges stated in the Company's Purchased Gas Cost Adjustment Schedule. Such demand charges shall be billed to the customer each month as:				
The product of the specified Cont charge, plus	ract Demand level an	d the Contract De	mand	
The natural gas volumes delivered for sale to the customer each month in excess of the product of the Contract Demand level and the number of days in the billing period, multiplied by the daily demand charge.				
During periods of curtailment or ot approval by the Commission, assesmade to the customer each day do	ss the daily demand ch	arge based on deli		
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FE B) 1.2 Pubii. Sen Mi	B 1 1997 ** RS 44 bice Commission ISSOURI	h	D 1994 0	

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year month day year

ISSUED BY Vice President, Rates and Regulatory Affairs

F. Jay Cummings

Third Revised Second Revised

SHEET No. 45 SHEET No. 45

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

For: All Missouri Service Areas Community, Town or City

LARGE VOLUME SERVICE LV

OTHER TERMS AND CONDITIONS

The transporting customer shall, at all times, cause gas to be delivered to a delivery location (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company. All gas delivered to the Company, at any time, for transportation to the customer's end use location must be delivered to the delivery location from which the Company is physically able to receive the gas and ultimately redeliver such volume to the customer's facilities.

The Company will not accept gas from an existing transportation customer, or accept a new local distribution system transportation customer, where such customer causes gas to be delivered to a delivery location which could jeopardize. at any time, delivery of gas purchased by the Company for resale to its firm customers.

The Company shall retain all records associated with its decision to deny a customer transportation service and/or to deny service at any specific delivery location. The Company will provide an explanation of its decision and supporting documentation to the customer upon request. The Company will also provide pertinent records to the staff of the Missouri Public Service Commission and the Office of Public Counsel upon request, subject to claims of privilege.

- 2. Service hereunder is further subject to the following terms and conditions as approved by the Missouri Public Service Commission:
 - 1. General Terms and Conditions (GTC).
 - 2. Transportation Provisions (TRPR),
 - Electronic Gas Measurement Equipment (EGM).

day year

4. Infrastructure Replacement Surcharge (ISRS).

DATE OF ISSUE September 24, 2004

DATE EFFECTIVE

2004 October

month

year

ISSUED BY: Michael R. Noack

month .

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

Second Revised First Revised

SHEET No. 45 SHEET No. 45

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

For: All Missouri Service Areas

Community, Town or City

LARGE VOLUME SERVICE $T\Lambda$

Missouri Public Service Commission

RFC'D AUG 2 8 1998

OTHER TERMS AND CONDITIONS

The transporting customer shall, at all times, cause gas to be delivered to a delivery location (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company. All gas delivered to the Company, at any time, for transportation to the customer's end use location must be delivered to the delivery location from which the Company is physically able to receive the gas and ultimately redeliver such volume to the customer's facilities.

The Company will not accept gas from an existing transportation customer, or accept a new local distribution system transportation customer, where such customer causes gas to be delivered to a delivery location which could jeopardize, at any time, delivery of gas purchased by the Company for resale to its firm customers.

The Company shall retain all records associated with its decision to deny a customer transportation service and/or to deny service at any specific delivery location. The Company will provide an explanation of its decision and supporting documentation to the customer upon request. The Company will also provide pertinent records to the staff of the Missouri Public Service Commission and the Office of Public Counsel upon request, subject to claims of privilege.

- 2. Service hereunder is further subject to the following terms and conditions as approved by the Missouri Public Service Commission:
 - 1. General Terms and Conditions (GTC).
 - 2. Transportation Provisions (TRPR).
 - Electronic Gas Measurement Equipment (EGM).

CANCELLED

Missouri Public Service Commission FILED SEP 0 2 1998

OCT 0 2 2004

Public Service Commission

DATE OF ISSUE August

28 1998

month day year DATE EFFECTIVE

th day year SEP 0.2.1998 month

ISSUED BY: <u>Charles B. Hernandez</u>

Director, Pricing and Regulatory Affairs

P.S.C. MO. No.1

Cancelling P.S.C. MO. No.1

First Revised <u>Original</u>

SHEET No. 45 SHEET No. 45

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

All Missouri Service Areas Community, Town or City

LARGE VOLUME SERVICE

LV

Public Service Commission

OTHER TERMS AND CONDITIONS

To the extent permitted by the Company's gas sales and transportation or gas coordination agreements, initial Contract Demand levels will be accepted at any time and will continue through October 31. Customers receiving service hereunder may elect to amend their Contract Demand level effective on each November 1 on at least 180 days prior written notice to the Company by executing and transmitting the Company's standard form for such purpose to the Company. The customer's Contract Demand level may be decreased by any amount to be effective November 1. Customer's failure to make a Contract Demand election at the required time shall be sufficient cause for the Company to reduce the Contract Demand to zero for the following year. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or if the net change results in an increased requirement and the Company is able to secure a sufficient supply of gas to meet such increased requirements. Company is unable to secure a sufficient gas supply for this purpose, the added supply, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers.

Missouri Public Service Commission

CANC SEP 0 2 1998 by and RW. SHLUS FILED

DATE OF ISSUE

30, 1997 Jan. month

DATE EFFECTIVE

<u> 1997</u> February . year

month

day

ISSUED BY: <u>Charles B. Hernandez</u>

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

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P.S.C.MO. No.	1	<u>Original</u>	SHEET No	45

Missouri Gas Energy, a Division of Southern Union Comp	pany For	All Missouri Service AGESIVED
	Large Volume Service	JAN - 7 1994
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NET MONTHLY BILL (continued)

Public Service Commission

Demand Charge/Minimum Bill Credit

If the Company fails or is unable to deliver during any one or more days the quantity of natural gas which the customer desires to purchase, up to the Contract Demand level, the Demand Charges as determined herein shall be reduced by an amount equal to the daily demand charge multiplied by the difference between the volume of natural gas actually delivered on the days involved and the volume of natural gas, up to the Contract Demand level, which the customer in good faith demanded to receive on such days. A reduction to the customer's minimum bill charge shall also be made to the extent the Company's failure or inability to deliver previously scheduled gas volumes to customer, either due to curtailment, force majeure, or other reason, causes customer's usage to fall below that level required to satisfy the minimum bill charge.

Default Sales Charges (not applicable to Panhandle Eastern customers)

In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline gas transportation contract and fails to make arrangements to procure gas supplies through the Company, then all deliveries to the customer, in excess of the customer's Contract Demand level, shall be billed at a rate equal to 120% of the effective rate for the Large Volume customer class as specified on Sheet No. 18 of the Purchased Gas Cost Adjustment Schedule.

Minimum Bill

The monthly minimum bill will be the higher of the monthly customer charge or the minimum set forth by contract.

Delayed Payment Charge

2% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

94 - 40

DATE OF ISSUE Januar	v 7	1994	DATE EFFECTIV	E February	1	1994
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ISSUED BY Vice President, Rates and Regulatory Affairs

F. Jay Cummings

Third Revised Second Revised SHEET No. 46 SHEET No. 46

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE <u>LV</u>	
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DATE OF ISSUE August 28 1998 DATE EFFECTIVE September 02 1998 month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

P.S.C. MO. No.1

Cancelling P.S.C. MO. No.1

Second Revised First Revised

SHEET No. 46 SHEET No. 46

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

For: All Missouri Service Areas Community, Town or City

LARGE VOLUME SERVICE Service Commission

OTHER TERMS AND CONDITIONS (continued)

- 2. During curtailment as specified in the Company's General Terms and Conditions, use of gas in excess of the sum of transportation volumes and the customer's Contract Demand level shall subject the customer to unauthorized use charges and interruption of service.
- 3. The Company shall use its best efforts to provide advance notice of such curtailment to the customer. In the event the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for all applicable charges as set forth in Company's Unauthorized Use Charges (UUC) schedule.
- The Company shall be bound only to provide natural gas to satisfy the customer's Contract Demand level to the extent a supply of natural gas is available in quantities sufficient to provide such gas without jeopardizing service to higher priority customers according to the Company's curtailment schedule contained in its General Terms and Conditions and shall not be liable for loss or damage to the customer in the event of curtailment of gas supply. In such event Company may require the customer to curtail its usage below its Contract Demand. In the event that the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for all applicable charges as set forth in Company's Unauthorized Use Charges (UUC) schedule. The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply.

Missouri Public Service Commission

CANC SEP 0 2 1998

by 3rd RW - Sht. 46

DATE OF ISSUE

Jan. 30, 1997 month year

DATE EFFECTIVE

<u>February</u> month

1997 day year

ISSUED BY: <u>Charles B. Hernandez</u>

Director, Pricing and Regulatory Affairs

P.S.C. MO. No. 1 Canceling P.S.C.MO. No. 1 Missouri Gas Energy,

First Revised Original___

SHEET No.

SHEET No. 46

a Division of Southern Union Company

For

All Missouri Service

Large Volume Service

LV

OCT 271995

OTHER TERMS AND CONDITIONS

MISSOURI

Public Service Commission

 To the extent permitted by the Company's gas sales and transportation or gas coordination agreements, initial Contract Demand levels will be accepted at any time and will continue through October 31. Customers receiving service hereunder may elect to amend their Contract Demand level effective on each November 1 on at least 180 days prior written notice to the Company by executing and transmitting the Company's standard form for such purpose to the Company. The customer's Contract Demand level may be decreased by any amount to be effective November 1. Customer's failure to make a Contract Demand election at the required time shall be sufficient cause for the Company to reduce the Contract Demand to zero for the following year. Such reductions shall relieve the Company of the obligation to serve the customer's needs in excess of the Contract Demand level. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or if the net change results in an increased requirement and the Company is able to secure a sufficient supply of gas to meet such increased requirements. If the Company is unable to secure a sufficient gas supply for this purpose, the added supply, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers. The balance of the customer's daily requirements in excess of the sum of the Contract Demand level and the transportation volumes owned by the customer and delivered to the Company on the customer's behalf will be met by the Company from other sources strictly on an as-available basis.

2. For Panhandle Eastern customers, whenever the customer expects its daily requirements will be greater by 10% or more than the sum of its Contract Demand level (as may be reduced by curtailment orders of the Company) and the amount of transportation gas scheduled to be delivered daily to the Company for the customer's account, the customer shall notify the Company not less than 24 hours in advance of that fact and provide an estimate of its daily requirements to the Company.

DATE OF ISSUE October 27,

NODATE ESSECTIVE November 26, month

<u> 1995</u>

month day vear

John M. Fernald

95 - 177MO. PUBLIC SERVICE COMM.

Director, Rates and Regulatory Affairs

Missouri Gas Energy, 3420 Broadway, Kansas City, MO. 64111

1997

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a Division of Southern Union Company	For	All Missouri Service Areas
Large	Volume Service	FILLEIVED
	LV	JAN - 7 1994

OTHER TERMS AND CONDITIONS

MISSOURI Public Service Commission

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- 1. To the extent permitted by the Company's gas sales and transportation or gas coordination agreements, initial Contract Demand levels will be accepted at any time and will continue through October 31. Customers receiving service hereunder may elect to amend their Contract Demand level effective on each November 1 on at least 180 days prior written notice to the Company by executing and transmitting the Company's standard form for such purpose to the Company. The customer's Contract Demand level may be decreased by any amount on each November 1. Customer's failure to make a Contract Demand election at the required time shall be sufficient cause for the Company to reduce the Contract Demand to zero for the following year. Such reductions shall relieve the Company of the obligation to serve the customer's needs in excess of the Contract Demand level. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or if the net change results in an increased requirement and the Company is able to secure a sufficient supply of gas to meet such increased requirements. If the Company is unable to secure a sufficient gas supply for this purpose, the added supply, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers. The balance of the customer's daily requirements in excess of the sum of the Contract Demand level and the transportation volumes owned by the customer and delivered to the Company on the customer's behalf will be met by the Company from other sources strictly on an as-available basis.
- 2. For Panhandle Eastern customers, whenever the customer expects its daily requirements will be greater by 10% or more than the sum of its Contract Demand level (as may be reduced by curtailment orders of the Company) and the amount of transportation gas scheduled to be delivered daily to the Company for the customer's account, the customer shall notify the Company not less than 24 hours in advance of that fact and provide an estumate of its daily requirements to the Company.

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DATE OF ISSUE	January	7	ublic Service C	EFFECTIVE_	MO. PUBLIC February	SERVICE COMM
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ISSUED BY_

Vice President, Rates and Regulatory Affairs

Third Revised Second Revised

SHEET No. <u>47</u> SHEET No. $\overline{47}$

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

	LARGE V	OLUME SERVICE LV		
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DATE OF ISSUE	 28 1998	DATE EFFECTIVE	Sentember 02	1998

September 02 <u> 1998</u> DATE OF ISSUE August <u> 1998</u> DATE EFFECTIVE month day month day year year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs

Second Revised First Revised SHEET No. 47 SHEET No. 47

RECEIVED

Missouri Gas Energy,

<u>a Division of Southern Union Company</u>

Name of Issuing Corporation

For: All Missouri Service Areas

LARGE VOLUME SERVICE

<u>LV</u>

MO PUBLIC SERVICE COMM

OTHER TERMS AND CONDITIONS (continued)

5. The transporting customer shall, at all times, cause gas to be delivered to a "city gate" (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company. All gas delivered to the Company, at any time, for transportation to the customer's end use location must be delivered to the city gate location from which the Company is physically able to receive the gas and ultimately redeliver such volume to the customer's facilities.

The Company will not accept gas from an existing transportation customer, or accept a new local distribution system transportation customer, where such customer causes gas to be delivered at a city gate location which could jeopardize, at any time, delivery of gas purchased by the Company for resale to its firm customers.

The Company shall retain all records associated with its decision to deny a customer transportation service and/or to deny service at any specific city gate interconnection point. The Company will provide an explanation of its decision and supporting documentation to the customer upon request. The Company will also provide pertinent records to the staff of the Missouri Public Service Commission and the Office of Public Counsel upon request, subject to claims of privilege.

6. Service hereunder is further subject to the following terms and conditions as approved by the State Public Service Commission:

Missouri Public Commission

1. General Terms and Conditions (GTC).

2. Transportation Provisions (TRPR).

3. Electronic Gas Measurement Equipment (EGM).

4. Supply Coordination and Delivery Service Rider (SCDS).

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SEP -1 1997

DATE OF ISSUE July 17, 1997 month day year

DATE EFFECTIVE

September 1, 1997

nonth MASSOURear Public Service Commission

ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs

FORM NO. 13

P.S.C. MO. No.1

Cancelling P.S.C. MO. No.1

First Revised Original

SHEET No. 47 SHEET No. 47

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

For: All Missouri Service Areas Carl & Carlo Community, Town or City

LARGE VOLUME SERVICE MISSOURI Public Broken Commission LV

OTHER TERMS AND CONDITIONS (continued)

- 5. Service hereunder is further subject to the following terms and conditions as approved by the State Public Service Commission:
 - 1. General Terms and Conditions (GTC).
 - 2. Transportation Provisions (TRPR).
 - 3. Electronic Gas Measurement Equipment (EGM).
 - 4. Supply Coordination and Delivery Service Rider (SCDS).

CANCELLED

SEP 1 1997

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FILED

DATE OF ISSUE 1

Jan. 30, 1997

DATE EFFECTIVE

<u>February</u>

month

day year

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ISSUED BY: Charles B. Hernandez

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

Missouri Gas Energy, a Division of Southern Union Company	For	All Missouri Service Area FD
Large Vo	olume Service LV	JAN - 7 1994
		MISSOURI
OTHER TERMS AND CONDITIONS (continu	ied)	Public Service Commission

- During curtailment as specified in the Company's General Terms and Conditions, use of gas in excess of the sum of transportation volumes and the customer's Contract Demand level without prior approval of the Company shall subject the customer to interruption of service and/or overrun penalties.
- 4. Deliveries of as-available gas will be curtailed before any other category of service on the Company's system and may be curtailed by the Company when it determines that it has insufficient volumes of such gas to provide for the requirements of all its customers for whom such supplies were acquired or if the Company, in its sole discretion, determines the continued purchase and delivery of such gas to be uneconomic. In such event, the Company may require the Scustomer to curtail its use of as-available natural gas. The Company shall use its Spest efforts to provide advance notice of such curtailment to the customer. In the event the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for any demand charge, standby charge, reservation charge, overrun penalty or any other charge or penalty attributable to such failure to curtail gas usage in the amounts specified in the Company's General Terms and Conditions and as may be billed to the Company by its gas supplier(s) and/or transporter(s).
- 5. The Company shall be bound only to provide natural gas to satisfy the customer's Contract Demand level to the extent a supply of natural gas is available in quantities sufficient to provide such gas without jeopardizing service to higher priority customers according to the Company's curtailment schedule contained in its General Terms and Conditions and shall not be liable for loss or damage to the customer in the event of curtailment of gas supply. In such event Company may require the customer to curtail its usage below its Contract Demand. In the event that the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for any demand charge, standby charge, reservation charge, overrun penalty or any other charge or penalty attributable to such failure to curtail gas usage in the amounts specified in the Company's General Terms and Conditions and as may be billed to the Company by its gas supplier(s) and/or transporter(s). The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate 1994the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply. MO PUBLIC SERVICE COMM

DATE OF ISSUE	January	7	1994	_ DATE EFFECTIVE_	February	11	1994
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ISSUED BY			Vice	President, Rates and	Regulator	ry Affairs	<u>. </u>
<u>— </u>	Jay Cummir	nas			- " "		

FORM NO. 13

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

SHEET No. 48 SHEET No. 48

Missouri Gas Energy,
a Division of Southern Union Company
Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

<u>LARGE VOLUME SERVICE</u> <u>LV</u>
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DATE OF ISSUE <u>January 30 1997</u> DATE EFFECTIVE <u>February 1 1997</u> month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

ı	P.S.C.MO. No.	_1_	<u>Original</u>	_ s	HEET No	48
Missouri (Gas Energy,					
	of Southern Uni	on Company	For	All Missouri Se	ervice A sale	/ED_
		Large	Volume Service LV		JAN -7	1994
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ATE OF I	SSUE January month	7 1994 day	DATE EFFEC	TIVE <u>February</u> month	1 day	1994
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P.S.C. MO. No.1 Original SHEET No. 48.1

Missouri Gas Energy,

<u>a Division of Southern Union Company</u>

Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

LARGE VOLUME SERVICE STATE OF MISSOURI SALES TAX APPLICABILITY Sales to customers who purchase natural gas service for domestic use under this tariff shall be classified by the company as "residential" sales exempt from state sales tax. Domestic use shall be defined as all natural gas service which is ultimately consumed at a single or multiple family dwelling for space heating, water heating, cooking, air conditioning and other household uses, and shall include, but not be limited to, natural gas service through a single or master meter for residential apartments or condominiums, including service for common areas and facilities and vacant units. This tariff is intended to satisfy the provisions of section 144.030(23), RSMO, by establishing a classification system permitting the sales and purchases of natural gas for domestic use under this tariff to be classified as "residential" and exempt from state sales tax. Taxes other than state sales taxes may still be applicable.

DATE OF ISSUE: June 5 1996

month day year

DATE EFFECTIVE: July 5 1996

month day year

ISSUED BY: <u>Dennis S. Gillmore</u> <u>Vice President, Customer and Regulatory Relations</u>
Missouri Gas Energy, Kansas City, Missouri 64111

First Revised Original

SHEET No. <u>48.2</u> SHEET No. 48.2

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

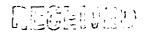
Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

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DATE OF ISSUE	August month	28 day	<u>1998</u> year		DATE E	FFECTIVE	Septemb month	er 02 day	1998 yea

ISSUED BY: Charles B. Hernandez

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation



All Missouri Service Areas Community, Town or City

UNAUTHORIZED USE CHARGES

UUC

APPLICABLE

Unauthorized use charges will be assessed to transportation customers for all natural gas volumes taken in excess of customer's gas volumes delivered to Company's city gate, for the customer's account, plus any Contract Demand level for Standby Sales Service contracted for by the customer. Such charges shall be billed for all unauthorized gas taken:

- 1. during times of an MGE curtailment, and/or
- 2. during times of an interstate pipeline interruption or curtailment

RATES

Missouri Public Service Commission

Unauthorized Use Charges

1. \$15 (fifteen dollars) for each MCF of unauthorized use, plus

CANC SEP 0 2 1998 Marist RW 1897. 48.2

- 2. 125% (one-hundred and twenty-five percent) of the currently effective Total EGCIM for Large Volume Service sales, plus
- 3. all interstate pipeline penalties and other charges incurred by the Company which are attributable to a customer's unauthorized use.

All interstate penalties and other charges shall be attributed and assigned to unauthorized use by specific transportation customers.

OTHER TERMS AND CONDITIONS

All revenues received from unauthorized use charges will be considered as 11 [2] gas cost recovery and will be used in the development of the Annual Reconciliation Factor (ARF) Rate of the Experimental Gas Cost Incentive, Mechanism.

DATE OF ISSUE M

Jan - 30, 1997 month day year

DATE EFFECTIVE

February month day

1997 year

ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs

First Revised Original

SHEET No. 49 SHEET No. 49

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

<u>LARGE VOLUME SERVICE</u> <u>LV</u>	
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DATE OF ISSUE August 28 1998 DATE EFFECTIVE September 02 1998 month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

P.S.C.MO. No1	<u>Original</u>	SHEET No	49
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Missouri Gas Energy,

a Division of Southern Union Company

For

All Missouri Service Areas

Supply Coordination and Delivery
Services Rider SCDS

JAN - 7 1994

MISSOURI

Public Service Commission

PURPOSE

Supply Coordination and Delivery service is intended to provide customers who chose not to rely on Company for Sales Service or provide their own gas supplies with the ability to obtain the delivery of alternative gas supplies.

AVAILABILITY

Services under this rider is available on a non-discriminatory basis to customers who are already receiving transportation service, and to federal facilities who can only receive alternative gas supplies under tariffed rates.

APPLICABLE

This rider is only to be used to manage the purchase of alternative gas supplies and the delivery of alternative gas supplies to the point of interconnection between an interstate pipeline and Company's facilities.

TERMS AND CONDITIONS

- 1. All services must be prearranged in writing.
- 2. The cost of any gas supplied to customer shall be segregated from the cost of gas used to provide Sales Service and shall not be included in the Purchased Gas Adjustment Clause.
- 3. Customers must pay for transportation of gas over Company's facilities under the Large Volume Service schedule.

Missouri Public Service Commission

CANC SEP 0 2 1998 by 184 RW -514.49 **FILED**

FEB 1 1994

MO PUBLIC SERVICE COMM

DATE OF ISSUE	January	7	1994	DATE EFFECTIVE February	1	1994
	month	day	year	month	day	year

ISSUED BY______ Vice President, Rates and Regulatory Affairs

F. Jay Cummings

First Revised Original SHEET No. <u>49.1</u> SHEET No. <u>49.1</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

<u>LARGE VOLUME SERVICE</u> <u>LV</u>	
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DATE OF ISSUE August 28 1998 DATE EFFECTIVE September 02 1998 month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs

	P.S.C.MO. No1	Original	SHEET No. 49.1
	i Gas Energy, on of Southern Union Company Supply Coordina Services Ride	For <u>All Missouri</u>	Service Areas. JAN - 7 1994
4	4. If interstate pipeline transportation of this service, such transportation to or higher than the price for siminterstate pipeline's electronic transportation or storage shall be or	or storage is provided to or storage shall be prov nilar transportation or sto bulletin board, and re	MISSOURI DELECTION OF THE PROPERTY OF THE PROP
5	5. This service cannot be used to nominated gas deliveries and actua	•	ween a customer's
•	6. Service provided under this rider sl	hall not be detrimental to	other customers.
	S	Missouri Public Service Commissi	on
		CANC SEP 0 2 1998 by 15 RW . 58	rt.49.1
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DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year month day year

ISSUED BY_

Vice President, Rates and Regulatory Affairs

First Revised Original SHEET No. <u>50</u> SHEET No. <u>50</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

SALE or TRANSPORTATION of NATURAL GAS CONTRACT

THIS AGREEMENT, made this day of	
GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPA	
hereinafter referred to as "Custome	er".
WITNESSETH: That Company owns and operates	facilities for the distribution, sale an
transportation of natural gas and Customer desires to transport na	atural gas through Company's distributio
facilities.	
NOW, THEREFORE, for and in consideration of the r	mutual covenants, and agreements hereof
Company and Customer have agreed and do hereby covenant and a	agree each with the other as follows, to wi
1. Subject to all the terms and conditions of this Contract	, Company agrees to sell to or transport for
Customer and Customer agrees to transport through Company	y, natural gas for use at its facility a
, at the rates and charges due and paya	able therefore pursuant to the Company
applicable Gas Rate Schedule LV, a copy of which is attached here	to and made a part hereof by reference, an
upon the terms and conditions set forth in such Rate Schedule at	nd in the Company's "General Terms an
Conditions for Gas Service," all as now on file with the regulatory	authority having jurisdiction herein, and a
amended, reissued and made effective from time to time as provided	d by law. Company shall provide a copy of
"General Terms and Conditions" upon request.	
2. Customer's level of maximum daily requirements (herei	inafter referred to as "Contract Demand")
Ccf per day. Such Contract Demand shall be used to allocate	e any demand, gas reservation, capacity, o
other similar charge incurred by Company in order to obtain natural	l gas supplies for Customer. Customer ma
elect to amend its Contract Demand level effective on each Novem	nber 1 beginning in by providin
at least 180 days prior written notice to Company in the form of	a "Contract Demand Level Amendment
which shall be provided upon request.	

DATE OF ISSUE August 28 1998 DATE EFFECTIVE September 02 1998 month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

	For All Missouri Service ACASE VED Sion of Southern Union Company For All Missouri Service ACASE VED Publisals OR TRANSPORTATION OF INDUSTRIAL GAS OR JAN - 7 1994 COMMERCIAL GAS CONTRACT
Aice Vies	COMMERCIAE GAS CONTRACT MISSOURI
ANC	A DIVISION OF SOUTHERN UNION COMPANY
1701.	THIS AGREEMENT, made this day of, 19, between
	Missouri Gas Energy, a Division of Southern Union Company hereinafter
	referred to as "Company", and
	, hereinafter referred to as
	"Customer".
	WITNESSETH: That Company owns and operates facilities for the
	distribution, sale and transportation of natural gas and Customer desires to
	purchase natural gas from Company and/or transport natural gas through
	Company's distribution facilities.
	NOW, THEREFORE, for and in consideration of the mutual covenants, and
	agreements hereof, Company and Customer have agreed and do hereby
	covenant and agree each with the other as follows, to-wit:
	1.1 Subject to all the terms and conditions of this Contract, Company
	agrees to sell to or transport for Customer and Customer agrees to purchase
	from or transport through Company, natural gas for use at its
	at
	, at the rates and charges due and payable therefore pursuant to the
	Company's applicable Gas Rate Schedule, a copy of which is
	attached hereto and made a part hereof by reference, and upon the terms and
	conditions set forth in such Rate Schedule and in the Company's "General
	Terms and Conditions for Gas Service", all as now on file with the regulatory
	authority having jurisdiction herein, and as reissued and made effective from 1994
	time to time as provided by law.
	MO. PUBLIC SERVICE COMM
DATE (OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994

P.S.C.MO. No. 1 Original SHEET No. 50

First Revised Original

SHEET No. <u>51</u> SHEET No. 51

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

SALE or TRANS	PORTATION of NATUR	AL GAS CON	TRACT
3. Customer shall receive transportation as a single location and filed by Company with the regulate account number and rate schedule of	delivery loc the parties hereto. Customer delect to have Company tran ory authority having jurisdic	may have various sport natural gas ction. In that ev	, or as may as accounts that qualify for in accordance with tariffs went, the service address,
SERVICE ADDRESS	ACCOUNT NO.	RATE	METER NO.
Changes to qualifying accounts shall at Single Locations Amendment". 4. Should Company be requestive thereunder or to expand its existing recovered from Customer are as seapplicable. 5. This Contract shall continue shall continue thereafter from year to days prior to the November 1st reneal the state of the state	facilities, the special condition of the forth in a "Special Condition of the form the date of execution of the date	new facilities in orions under which itions Amendme through the next her party giving tr, Company may	order to provide deliveries in such investment will be nt" to be attached when October 31. This contract written notice at least 180 in terminate or suspend its
obligations under this Contract as pro 6. Nothing contained herein unilaterally make application for a c authority having jurisdiction; provide	shall be construed as affect hange in its rates or General	eting in any way al Terms and Co	the right of Company to nditions to the regulatory

1998

day year

28

month

ISSUED BY: <u>Charles B. Hernandez</u>

CANCELLED September 1, 2013 Missouri Public Service Commission

DATE OF ISSUE August

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

month

September 02

day

1998

year

DATE EFFECTIVE

Missouri Gas Energy, a Division of Southern Union Company For All Missouri Service Areas
SALE OR TRANSPORTATION OF INDUSTRIAL GAS OR COMMERCIAL GAS CONTRACT COMMERCIAL GAS CONTRACT MISSOURI
1.2 Prior to Customer's execution of this Contract and its acceptance
by Company, Customer has specified the level of its maximum daily requirements (hereinafter referred to as "Contract Demand"). Customer's
Contract Demand is MCF per day. Such Contract Demand shall be used to allocate any demand, gas reservation, capacity, or other similar charge incurred by Company in order to obtain natural gas supplies for

1.3 Customer may elect to receive transportation service from Company for daily volumes and to delivery locations as set forth on Exhibit B attached, as that Exhibit may be amended from time to time by mutual agreement.

Customer. Customer may elect to amend its Contract Demand level

a copy of the form contained in Exhibit A to this Contract.

effective on each November 1 on at least 180 days prior written notice to Company by executing and transmitting to Company with its written notice

1.4 Customer may have various accounts that qualify for transportation as a single location and elect to have Company transport natural gas in accordance with tariffs filed by Company with the regulatory authority having jurisdiction. In that event, the service address, account number and rate schedule of each account to receive transportation shall be set forth on Exhibit C attached.

Missouri Public Service Commission

CANC SEP 0 2 1998 by 15 RW 504.51

DATE OF	ISSUE <u>Ja</u>	<u>nuary</u>	7	1994	_ DATE EFFECTIVE_	<u>February</u>	1	<u> 1994 </u>
	month	day	ye	ear	month	day	year	

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

<u>First Revised</u> <u>Original</u> SHEET No. <u>52</u> SHEET No. <u>52</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

SALE or TRANSPORTATION of NATURAL GAS CONTRACT

- 7. This Contract, and the rates and service hereunder, shall be subject to regulation by the regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulations, and orders of any other regulatory authority having jurisdiction of the subject matter or either of the parties hereto.
- 8. Company shall use reasonable diligence to provide a regular supply of natural gas subject to the priority of service provisions and other terms of Company's filed tariffs, but does not guarantee such supply. Company does not assume responsibility for interruption of service, whether caused by inadequacy of supply, equipment, facilities or because of uncontrollable forces, except when such interruption is the result of reckless, willful or wanton acts of Company, its agents or employees.
- 9. The provisions of this Contract shall not be changed except in writing duly signed by Company and Customer; however, the Contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction of the Company's rates.
- 10. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Contract shall operate or be construed as a waiver of any future defaults, whether of a like or of a different character.
- 11. This contract shall insure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

DATE OF ISSUE August 28 1998 DATE EFFECTIVE September 02 1998 month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs

<u>Original</u>

SHEET No. 52

Missouri Gas Energy,

	a	Division	of	Southern	Union	Company	
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For

All Missouri Service Areas

SALE OR TRANSPORTATION OF INDUSTRIAL GAS OR

COMMERCIAL GAS CONTRACT

JAN - 71994

MUDSSIN

- 1.5 Should Company be requested by Customer to install new facilities in Omnission order to provide deliveries hereunder or to expand its existing facilities, the special conditions under which such investment will be recovered from Customer are as set forth in Exhibit D.
- 2.1 This Contract shall continue from the date of execution through the next October 31. This Contract shall continue thereafter from year to year until terminated by either party giving written notice at least 180 days prior to the November 1st renewal date, provided however, Company may terminate or suspend its obligations under this Contract as provided for in its General Terms and Conditions.
- 3.1 The referenced General Terms and Conditions and rate schedule have been filed with the regulatory authority having jurisdiction and are subject to change by order of said authority at any time during the term of this Contract or any extension thereof.
- 3.2 Nothing contained herein shall be construed as affecting in any way the right of Company to unilaterally make application for a change in its rates or General Terms and Conditions to the regulatory authority having jurisdiction; provided customer shall have the right to protest any such changes.
- 3.3 This Contract, and the rates and service hereunder, shall be subject to regulation by the regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulations, and orders of any other regulatory authority National Commission in the subject to regulation by the regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulations, and orders of any other regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulations, and orders of any other regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulations, and orders of any other regulatory authority having purisdiction; to all applicable present and federal laws; and to all rules, regulations, and orders of any other regulatory authority having purisdiction; the subject to the purisdiction of the parties here.

CANC SEP 0 2 1998 FEB 1 1994

DATE OF IS	SUE January	7	1994	DATE EFFECTIVE	MO. PUBLI February	IC SERAICE	1994M
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ISSUED BY

Vice President, Rates and Regulatory Affairs

First Revised Original

SHEET No. <u>53</u> SHEET No. <u>53</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

OALE TRANSPORTATION (MATURAL OAS SONTRAST							
SALE or TRANSPORTA	SALE or TRANSPORTATION of NATURAL GAS CONTRACT						
12. This Contract sets forth the only	agreements between the Company and Customer and all prior						
agreements, contracts or other mutual understar	idings whether oral or in writing shall be considered canceled as of						
the date of this Contract.							
IN WITNESS WHEREOF. the parties	hereto have executed this Contract in duplicate the day and year						
first above written.							
ilist above written.							
	MISSOURI GAS ENERGY, A DIVISION OF						
SOUTHERN	LINION COMBANY						
	UNION COMPANY						
Ву	Ву						
ATTEST:	ATTEST:						
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	Legal Department Approval						
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DATE OF ISSUE August 20 1000	DATE EFFECTIVE Sontombor 00 1000						
DATE OF ISSUE August 28 1998 month day year	DATE EFFECTIVE <u>September 02 1998</u> month day year						
month day year	monun day you						
ISSUED BY: Charles B. Hernandez	Director, Pricing and Regulatory Affairs						
	Missouri Gas Energy, Kansas City, MO. 64111						

Original

SHEET No. 53

Missouri Gas Energy,

a Division of Southern Union Company

For _

All Missouri-Service Areas

SALE OR TRANSPORTATION OF INDUSTRIAL GAS OR

COMMERCIAL GAS CONTRACT

JAN - 7 1994

WISSOURI

- 4.1 Company shall use reasonable diligence to provide a regular supply of natural gas subject to the priority of service provisions and other terms of Company's filed tariffs, but does not guarantee such supply. Company does not assume responsibility for interruption of service, whether caused by inadequacy of supply, equipment, facilities or because of uncontrollable forces, except when such interruption is the result of reckless, willful or wanton acts of Company, its agents or employees.
- 5.1 The provisions of this Contract shall not be changed except in writing duly signed by Company and Customer; however, the Contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction of the Company's rates.
- 6.1 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Contract shall operate or be construed as a waiver of any future defaults, whether of a like or of a different character.
- 7.1 This Contract shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
- 7.2 This Contract sets forth the only agreements between the Company and Customer and all prior agreements, contracts or other mutual understandings whether oral or in writing shall be considered cancelled as of the date of this Contract.

Missouri Public Service Commission

CANC SEP 0 2 1998 by 18 Rw. Sht. 53 FILED

FEB 1 1994

DATE OF ISSUE January	7_	1994	DATE EFFECTIVE F	ebruary	ZEANICE	CO11994
month	day	year		month	day	yea

ISSUED BY

Vice President, Rates and Regulatory Affairs

Fourth Revised Third Revised

SHEET No. 54 SHEET No. 54

Missouri Gas Energy. a Division of Southern Union Company

For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM STP

This program is established pursuant to section 393.310 RSMo.

AVAILABLE

Available to any seven-director, urban or metropolitan school district as defined pursuant to section 160.011, RSMo. Also available to any school for elementary or secondary education whether a charter, private or parochial school or school district. Such eligible school entities purchasing gas on an aggregated basis through a not-forprofit school association may enroll in this transportation program as provided hereinafter.

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Commodity Charge, the Aggregation Fee, the Balancing Fee (if applicable), and the EGM Charge (if applicable). Service hereunder is subject to the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Customer Charge and Commodity Charge

The Customer Charge and the Commodity Charge shall be those applicable based upon the class of service under which the eligible school entity took service immediately prior to enrolling in the school transportation program; provided that changes in usage volumes while enrolled in the school transportation program shall result in a change in class of service (and rates) as provided in the applicable rate schedules of this tariff.

February 28, 2010 DATE EFFECTIVE March -18, 2010 DATE OF ISSUE February 16, 2010 month day month day year year

Director, Pricing and Regulatory Affairs ISSUED BY: Michael R. Noack

Third Revised
Second Revised

SHEET No. <u>54</u> SHEET No. <u>54</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM ESTP

This program is established pursuant to section 393.310 RSMo.

AVAILABLE

Available to any seven-director, urban or metropolitan school district as defined pursuant to section 160.011, RSMo. Beginning July 11, 2003 the program will be available to any school for elementary or secondary education whether a charter, private or parochial school or school district. Such eligible school entities purchasing gas on an aggregated basis through a not-for-profit school association may enroll in this transportation program as provided hereinafter.

This program shall terminate June 30, 2007.

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Commodity Charge, the Aggregation Fee, the Balancing Fee (if applicable), and the EGM Charge (if applicable). Service hereunder is subject to the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Customer Charge and Commodity Charge

The Customer Charge and the Commodity Charge shall be those applicable based upon the class of service under which the eligible school entity took service immediately prior to enrolling in the experimental school program; provided that changes in usage volumes while enrolled in the experimental school program shall result in a change in class of service (and rates) as provided in the applicable rate schedules of this tariff.

DATE OF ISSUE May 24, 2005 DATE EFFECTIVE June 23 2005 month day year month day year

ISSUED BY: Robert J. Hack VP, Pricing and Regulatory Affairs



Missouri Public

FORM NO. 13 P.S.C. MO. No.1 Canceling P.S.C. MO. No. 1 REC'D OCT 1 8 2002

Second Revised SHEET No. 54
First Revised/ice CommissionsHEET No. 54

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM

ESTP

CANCELLED

Commission

This program is established pursuant to section 393.310 RSMo.

JUŅ 2 3 2005

<u>AVAILABLE</u>

Available to any seven-director, urban or metropolitan school district as defined pursuant to section 160.011, RSMo. Beginning July 11, 2003 the program will be available to any school for elementary or secondary education whether a charter, private or parochial school or school district. Such eligible school entities purchasing gas on an aggregated basis through a not-for-profit school association may enroll in this transportation program as provided hereinafter.

This program shall terminate June 30, 2005.

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Commodity Charge, the Aggregation Fee, the Balancing Fee (if applicable), and the EGM Charge (if applicable). Service hereunder is subject to the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Customer Charge and Commodity Charge

The Customer Charge and the Commodity Charge shall be those applicable based upon the class of service under which the eligible school entity took service immediately prior to enrolling in the experimental school program; provided that changes in usage volumes while enrolled in the experimental school program shall result in a change in class of service (and rates) as provided in the applicable rate schedules of this tariff.

DATE OF ISSUE October 18 2002 month day year

DATE EFFECTIVE

October 28 2002

month day year

ISSUED BY: Robert J. Hack

VP, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Missouri Public

FILED OCT 2 8 2002

Service Commission

First Revised Original

SHEET No. 54 SHEET No. 54

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public Service Commission

REC'D AUG 2 8 1998

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Missouri Public Service Commission 9 8 - 1-40 FILED SEP 0 2 1998

DATE OF ISSUE August 28 1998

month day year

DATE EFFECTIVE

month day year

ISSUED BY: Charles B. Hernandez

SEP 0 2 1998 Director, Pricing and Regulatory Affairs

Director, Pricing and Regulatory Affairs

P.S.C.MO. No.		<u>Origina</u>	<u>ıl</u> Sı	HEET No. 54
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sion of Southern Un	ion Company	For	All Missouri Se	rvice Areas
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			nublic Servi	ce Commission
IN WITNESS WH	EREOF, the pa	arties hereto hav	e executed this C	sa Commission
duplicate the day a	ınd year first a	bove written.		
		MISSOURI GA	S ENERGY.	
(Customer)	4.		F SOUTHERN UN	ON COMPANY
By	President	Title:	D	
Title:	President	HTIE:	President	
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Third Revised Second Revised

SHEET No. 55 SHEET No. 55

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM STP

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

Aggregation Fee

An eligible school entity enrolled in the STP shall be assessed an Aggregation Fee of \$0.003 per Ccf for all gas delivered. This fee is subject to adjustment on an annual basis.

Balancing Fee

An eligible school entity enrolled in the STP shall be assessed a Balancing Fee of \$0.001 per Ccf for all gas delivered through any meter on which EGM equipment is not installed. This fee is intended to recover costs for such customers associated with any difference between actual daily deliveries and actual daily consumption. This fee shall be credited to the Purchased Gas Adjustment Clause and is subject to adjustment on an annual basis.

Reporting Requirements

The Company shall, no later than June 1st of each year of the STP, provide records of the revenues and expenses associated with the STP. 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 PSC Staff and Office of the Public Counsel to determine what under-or-over recovery of expenses may be taking place at that time and to determine what changes in rates, if any, may be appropriate at that time to prevent any harm to the groups identified in RSMo section 393.310. The Commission may, no later than November 1st of each year of the program, implement any adjustments in rates it deems appropriate to comply with RSMO section 393.310. The Company reserves all rights available under the law.

EGM

An eligible school entity enrolled in the STP shall be required to have EGM equipment installed for individual meters reasonably expected to register more than 100,000 Ccf of usage per year. The terms and conditions governing the installation of such EGM equipment are found in Sheet Nos. 70, 71 and 71.1.

Minimum

The sum of the above fees and charges for zero consumption plus applicable adjustments and surcharges, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions.

DATE OF ISSUE

16 2010 February__ day month year

DATE EFFECTIVE

February 28, 2010 18 March month day year

ISSUED BY: Michael R. Noack

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

Second Revised First Revised SHEET No. <u>55</u> SHEET No. <u>55</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM ESTP

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

Aggregation Fee

An eligible school entity enrolled in the ESTP shall be assessed an Aggregation Fee of \$0.003 per Ccf for all gas delivered. This fee is subject to adjustment on an annual basis.

Balancing Fee

An eligible school entity enrolled in the ESTP shall be assessed a Balancing Fee of \$0.001 per Ccf for all gas delivered through any meter on which EGM equipment is not installed. This fee is intended to recover costs for such customers associated with any difference between actual daily deliveries and actual daily consumption. This fee shall be credited to the Purchased Gas Adjustment Clause and is subject to adjustment on an annual basis.

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The Company shall, no later than June 1st of each year of the ESTP, provide records of the revenues and expenses associated with the ESTP. 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 PSC Staff and Office of the Public Counsel to determine what under-or-over recovery of expenses may be taking place at that time and to determine what changes in rates, if any, may be appropriate at that time to prevent any harm to the groups identified in RSMo section 393.310. The Commission may, no later than November 1st of each year of the experimental program, implement any adjustments in rates it deems appropriate to comply with RSMO section 393.310. The Company reserves all rights available under the law.

<u>EGM</u>

An eligible school entity enrolled in the ESTP shall be required to have EGM equipment installed for individual meters reasonably expected to register more than 100,000 Ccf of usage per year. The terms and conditions governing the installation of such EGM equipment are found in Sheet Nos. 70, 71 and 71.1.

Minimum

The sum of the above fees and charges for zero consumption plus applicable adjustments and surcharges, but subject to the Company's proration rule contained in Section 7.02 of the Company's General Terms and Conditions.

DATE OF ISSUE

October 18 2002 month day year DATE EFFECTIVE

October 28 2002 month day yea

ISSUED BY: ____

Robert J. Hack

VP, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111



First Revised Original

SHEET No. 55 SHEET No. 55

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public Service Commission

REC'D AUG 2 8 1998

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Missouri Public Service Commission FILED SEP 80 2 1998

DATE OF ISSUE August 28 1998

month day year DATE EFFECTIVE

day month year

ISSUED BY: Charles B. Hernandez

SEP 0 2 1998 Director, Pricing and Regulatory Affairs

Missouri Gas Energy,	
a Division of Southern Union Company	For All Missouri Service Areas
SALE OR TRANSPORTATION Missouri Public COMMERCIAL GAS Missouri Public Commission	
46141-	JAN - 7 1994
L ACD B 2 1990.~	MAND LEVEL WISSOURI
This Contract Demand Level Amendment	
Contract for Sale or Transportation of	·
between Missouri Gas Energy, a Divis	
(Company) and	,,,,,,,,
(Customer), dated (Contrac	ct), specifies the terms under which
Company will sell and Customer will p	
facilities at	-
1. Period of Delivery November 1,	
2. Contract Demand Level	
	oth Company and Customer constitutes an
agreement to deliver and receive gas	respectively, pursuant to the terms and
conditions of the Contract.	•
ACCEPTED AND AGREED TO THIS _	DAY OF, 19
(Customer)	MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY
By Title: President	By Title: President
ATTEST:	ATTEST: FILFD
	FEB 1 1994
	94-40
DATE OF ISSUE January 7 1994 DATE month day year	TE EFFECTIVE February 1 1994 month day year
,	resident Rates and Regulatory Affairs

<u>Original</u>

SHEET No. ___55

P.S.C.MO. No.

F. Jay Cummings

Fourth Revised Third Revised

SHEET No. 56 SHEET No. 56

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM STP

Adjustments and Surcharges

The rates and charges hereunder are subject to adjustments as provided in the following schedules:

1. Tax Adjustment (TA).

OTHER TERMS AND CONDITIONS

Service hereunder is also subject to the following terms and conditions as approved by the Commission:

- 1. Gross Receipts Taxes -- To enroll in the STP, an eligible school entity must agree to pay local gross receipts taxes, or local franchise taxes, or other similar local fees or taxes, on the basis of actual gas supply costs in a manner similar to the way such taxes would be paid if service were not taken under the STP but as traditional sales service under rate schedules SGS, LGS or LVS. It shall be the responsibility of the school aggregator or administrator to make the tax payments directly to the appropriate taxing authority.
- 2. Contract--To enroll in the STP, an eligible school entity shall execute and provide to the Company the contract contained in Sheet Nos. 58.1 through 58.4.
- 3. Billing through Designated Agent--Billing of charges will occur through the not-forprofit association, or its designated agent. The company will render bills to the not-for-profit school association, or its designated agent, which shall in turn render bills to the participating individual eligible school entities.
- 4. Capacity Release--The Company shall release interstate pipeline capacity to the not-for-profit school association or its designated agent for a cost equal to the company's system-wide average interstate transportation cost. All capacity release revenue received pursuant to this provision from the not-for-profit school association or its designated agent will be credited to the Company's PGA account. The Company shall determine the amount of capacity needed to be released based on the participating eligible school entities' total peak month with an assumed peak day requirement equal to 150% of the average daily consumption during such peak month.

DATE OF ISSUE

February 16 2010 month day vear

DATE EFFECTIVE

February 28, 2010 day month year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111 Third Revised
Second Revised

SHEET No. <u>56</u> SHEET No. <u>56</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM ESTP

Adjustments and Surcharges

The rates and charges hereunder are subject to adjustments as provided in the following schedules:

1. Tax Adjustment (TA).

OTHER TERMS AND CONDITIONS

Service hereunder is also subject to the following terms and conditions as approved by the Commission:

- 1. Gross Receipts Taxes—To enroll in the ESTP, an eligible school entity must agree to pay local gross receipts taxes, or local franchise taxes, or other similar local fees or taxes, on the basis of actual gas supply costs in a manner similar to the way such taxes would be paid if service were not taken under the ESTP but as traditional sales service under rate schedules SGS, LGS or LVS. It shall be the responsibility of the school aggregator or administrator to make the tax payments directly to the appropriate taxing authority.
- 2. <u>Contract</u>—To enroll in the ESTP, an eligible school entity shall execute and provide to the Company the contract contained in Sheet Nos. 58.1 through 58.4.
- 3. <u>Billing through Designated Agent</u>--Billing of charges will occur through the not-for-profit association, or its designated agent. The company will render bills to the not-for-profit school association, or its designated agent, which shall in turn render bills to the participating individual eligible school entities.
- 4. Capacity Release-The Company shall release interstate pipeline capacity to the not-for-profit school association or its designated agent for a cost equal to the company's system-wide average interstate transportation cost. All capacity release revenue received pursuant to this provision from the not-for-profit school association or its designated agent will be credited to the Company's PGA account. The Company shall determine the amount of capacity needed to be released based on the participating eligible school entities' total peak month with an assumed peak day requirement equal to 150% of the average daily consumption during such peak month. The Company will release up to 4,500 MMbtu/day of pipeline capacity on the Southern Star Gas Pipeline Central System. If the price of the Southern Star capacity is below the Company's system-wide average interstate transportation cost, the not-for-profit school association or its designated agent shall also purchase capacity on the Enbridge Pipeline Company System in sufficient quantity to raise the overall average price for released capacity to the level of the system-wide average. Any additional capacity which is needed will be made available on the Enbridge Pipeline Company System at the Company's system wide average interstate transportation cost.

DATE OF ISSUE

September 24 2004 month day year

DATE EFFECTIVE

October 224 2004 month day year

CANCELLED BY: February 28, 2010 -Missouri Public Service Commission

GR-2009-0355; YG-2010-0500

Michael R. Noack

<u>Director</u>, <u>Pricing and Regulatory Affairs</u> Missouri Gas Energy, Kansas City, MO. 64111



Second Revised REC'D OCT 1 8 2002 SHEET No. 56 First Revised SHEET No. 56 Service Commission

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM ESTP

Adjustments and Surcharges

The rates and charges hereunder are subject to adjustments as provided in the following schedules:

1. Tax Adjustment (TA).

OTHER TERMS AND CONDITIONS

Service hereunder is also subject to the following terms and conditions as approved by the Commission:

- 1. Gross Receipts Taxes—To enroll in the ESTP, an eligible school entity must agree to pay local gross receipts taxes, or local franchise taxes, or other similar local fees or taxes, on the basis of actual gas supply costs in a manner similar to the way such taxes would be paid if service were not taken under the ESTP but as traditional sales service under rate schedules SGS, LGS or LVS. It shall be the responsibility of the school aggregator or administrator to make the tax payments directly to the appropriate taxing authority.
- 2. <u>Contract</u>--To enroll in the ESTP, an eligible school entity shall execute and provide to the Company the contract contained in Sheet Nos. 58.1 through 58.4.
- 3. <u>Billing through Designated Agent</u>—Billing of charges will occur through the not-for-profit association, or its designated agent. The company will render bills to the not-for-profit school association, or its designated agent, which shall in turn render bills to the participating individual eligible school entities.

4. <u>Capacity Release</u>.-The Company shall release interstate pipeline capacity to the not-for-profit school association or its designated agent for a cost equal to the company's system-wide average interstate transportation cost. The Company shall determine the amount of capacity needed to be released based on the participating eligible school entities' total peak month with an assumed peak day requirement equal to 150% of the average daily consumption during such peak month. The Company will release up to 4,500 MMbtu/day of pipeline capacity on the Williams Gas Pipeline Central System. If the price of the Williams capacity is below the Company's system-wide average interstate transportation cost, the not-for-profit school association or its designated agent shall also purchase capacity on the Kansas Pipeline Operating Company System in sufficient quantity to raise the overall average price for released capacity to the level of the system-wide average. Any additional capacity which is needed will be made available on the Kansas Pipeline Operating Company System at the Company's system wide average interstate transportation cost.

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DATE OF ISSUE October 18 2002 month day year DATE EFFECTIVE

October 28 2002 month day year

ISSUED BY: ____

Robert J. Hack

VP, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Public

FILED OCT 2 8 2002

First Revised Original SHEET No. <u>56</u> SHEET No. <u>56</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public Service Commission

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Missouri Public Service Commission 9 8 - 1 4 0 FILED SEP 0 2 1998

DATE OF ISSUE August 28 1998

month day year

DATE EFFECTIVE

month day year

ISSUED BY: Charles B. Hernandez

SEP 0 2 1998

Director, Pricing and Regulatory Affairs

	P.S.C.MO. No.	1	<u>Original</u>	SHEET No5	6			
Misso	ouri Gas Energy,							
<u>a Divi</u>	sion of Southern Uni	ion Company	_ For <u>All</u>	Missouri Service Areas				
Misso	Commission C	R TRANSPOR	For All TATION OF INDUSTR IAL GAS CONTRACT	IAL GAS OR				
910	EP 0 2 1998	COMMERC	IAL GAS CONTRACT	RECEIVED				
CHACS	Eb 0 8 1225 14		EXHIBIT B	JAN - 7 1994				
Day 1,). K m		RTATION VOLUMES	MISSOURI				
	This Transportation	n Volumes Ex	hibit attached to and	incorporated in the mail	issio			
l				s or Commercial Gas				
	between Missouri	Gas Energy,	a Division of South	nern Union Company				
	(Company) and	<u></u>		_ (Customer), dated _				
	(Contract)), specifies the	terms under which C	ompany will transport				
	and Customer will	receive natura	I gas for use at its fac	cilities at				
	as	follows:						
	Supplier/pipeline ¹		Maximum Daily					
·		Location ²	Quantity	of Facility ³				
				·				
	•				.			
¹ Provide name of entity which will deliver gas to the facilities of Company.								
² Identify billing location at which deliveries of transported volumes will be made								
³ State whether facilities needed to allow for deliveries of transport volume "Existing" or "To be constructed."								
			_ MISSOURI G	GAS ENERGY,				
	(Customer)			N OF SOUTHERN UNIC	NC			
			COMPANY	FILED				
	D.,		D	l lande le				
	By Title: Pres	ident	By Title:	FED 1 1994 President				
				MO DUBLIC CENTER CO	****			
DATE	OF ISSUE January	7 1994	DATE EFFECTIVE		ии. 94			
	month	day ye			_{/ear}			
ISSUE	D BY		Vice President, Rates	and Regulatory Affairs				
—	F Jay Cumm	vinge			-			

Third Revised Second Revised SHEET No. 57 SHEET No. 57

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM

- 5. Delivery Points--So long as volumes delivered under the STP do not, and are not reasonably expected to, exceed 30,000,000 Ccf in a twelve (12) month period, volumes of natural gas to be transported on the Company's distribution system under this schedule STP shall be delivered into the Company's Kansas City market area and the Company will deliver such thermally equivalent volumes of gas less any retainages to the outlet side of the Company's meters at customer's premises. The gas retained by the Company shall be two percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas. Gas transported hereunder will be delivered to the Company in the state in which it will ultimately by consumed.
- 6. Nominations-The usage of eligible school entities enrolled in the STP may be aggregated into pools for purposes of nominations, balancing, assessment of unauthorized use charges and billing. Eligible school entities enrolled in the STP with EGM shall not be pooled with eligible school entities enrolled in the STP without EGM. All members of a pool shall be on the same billing cycle.

Prior to the commencement of deliveries of gas hereunder, the transporting pipeline shall notify Company of the pool's daily nomination of MMBTUs to be transported. Should the pool's daily requirement for transportation volumes change, the transporting pipeline shall be notified of its new nomination level 24 hours prior to making any such change. The transporting pipeline company will notify Company of any such nomination change.

For purposes of coordinating nominations, confirmations, scheduling, and delivery of volumes with the transporting pipeline (s), Company may at its sole discretion, communicate customers' daily usage information and/or grant electronic access to such information as requested by transporting pipelines.

DATE OF ISSUE February 16 2010 day year month

DATE EFFECTIVE

February 28, 2010 March . 18 2010 month day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111 Second Revised First Revised

SHEET No. 57 SHEET No. 57

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM **ESTP**

- Delivery Points--So long as volumes delivered under the ESTP do not, and are not reasonably expected to, exceed 30,000,000 Ccf in a twelve (12) month period, volumes of natural gas to be transported on the Company's distribution system under this schedule ESTP shall be delivered into the Company's Kansas City market area and the Company will deliver such thermally equivalent volumes of gas less any retainages to the outlet side of the Company's meters at customer's premises. The gas retained by the Company shall be two percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas. Gas transported hereunder will be delivered to the Company in the state in which it will ultimately by consumed.
- 6. Nominations—The usage of eligible school entities enrolled in the ESTP may be aggregated into pools for purposes of nominations, balancing, assessment of unauthorized use charges and billing. Eligible school entities enrolled in the ESTP with EGM shall not be pooled with eligible school entities enrolled in the ESTP without EGM. All members of a pool shall be on the same billing cycle.

Prior to the commencement of deliveries of gas hereunder, the transporting pipeline shall notify Company of the pool's daily nomination of MMBTUs to be transported. Should the pool's daily requirement for transportation volumes change, the transporting pipeline shall be notified of its new nomination level 24 hours prior to making any such change. The transporting pipeline company will notify Company of any such nomination change.

For purposes of coordinating nominations, confirmations, scheduling, and delivery of volumes with the transporting pipeline (s), Company may at its sole discretion, communicate customers' daily usage information and/or grant electronic access to such information as requested by transporting pipelines.

DATE OF ISSUE October 18 2002 month day year

DATE EFFECTIVE

October 28 2002

month day year

ISSUED BY: Robert J. Hack

VP, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111



FORM NO. 13 P.S.C. MO. No. 1 Canceling P.S.C. MO. No. 1

First Revised Original

SHEET No. <u>57</u> SHEET No. <u>57</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public Service Commission

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Commission

Missouri Public Service Commission 9.8 - 1.4.0 FILED SEP 0.2 1998

DATE OF ISSUE August 28 1998

month day year

DATE EFFECTIVE

month day year SEP 0 2 1998

ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

P.S.C.MO. No.	1		<u>Original</u>	SHEET No	57
Missouri Gas Energy,					
a Division of Southern I	Jnion Comp	any	For All Missouri S	ervice Areas	
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	COMM	<u>IERCIAL</u>	GAS CONTRACT	EUEIVEL	J
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DATE OF ISSUE January month	<u>/ 7 1</u> day	994 year	DATE EFFECTIVE February month	1 day	<u>1994</u> year

Vice President, Rates and Regulatory Affairs

ISSUED BY_

F. Jay Cummings

Fourth Revised Third Revised

SHEET No. 58 SHEET No. 58

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM STP

The transporting pool shall, at all times, cause gas to be delivered to a "city gate" (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company.

The Company will not accept gas from a pool where such pool causes gas to be delivered at a city gate location which could jeopardize, at any time, delivery of gas purchased by the Company for resale to its firm customers.

The Company shall retain all records associated with its decision to deny a pool transportation service and/or to deny service at any specific city gate interconnection point. The Company will provide an explanation of its decision and supporting documentation to the pool, or its designated agent, upon request. The Company will also provide pertinent records to the staff of the Missouri Public Service Commission and the Office of Public Counsel upon request, subject to claims of privilege.

- 7. Refunds--Except for the Balancing Fee as provided hereinabove, it is the Company's general intention that reconciling factors within the Purchased Gas Adjustment clause not apply to volumes transported under the STP; provided, however, that the Commission shall retain authority to order otherwise upon good cause shown.
- General Transportation Provisions--The following Transportation Provisions (TRPR) also apply to service under this schedule STP:
 - a. Responsibility for Transported Gas (Sheet No. 59)
 - b. Daily Quantity (Sheet No. 60);
 - c. Quality, Heat Content and Delivery Pressure for Transportation (Sheet Nos. 60a, 61 and 61.1);
 - d. Cash Out (Sheet 61,2)
 - e. Priority of Service (Sheet Nos. 61.4, 62, 62.1 and 63);
 - f. Unauthorized Deliveries and Penalties (Sheet Nos. 64, 65 and 66)

DATE OF ISSUE February 16 2010 month day year

DATE EFFECTIVE

February 28, 2010 March 18 2010 month day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 644114D

> Missouri Public Service Commission GR-2009-0355; YG-2010-0500

Third Revised
Second Revised

SHEET No. 58 SHEET No. 58

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM ESTP

The transporting pool shall, at all times, cause gas to be delivered to a "city gate" (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company.

The Company will not accept gas from a pool where such pool causes gas to be delivered at a city gate location which could jeopardize, at any time, delivery of gas purchased by the Company for resale to its firm customers.

The Company shall retain all records associated with its decision to deny a pool transportation service and/or to deny service at any specific city gate interconnection point. The Company will provide an explanation of its decision and supporting documentation to the pool, or its designated agent, upon request. The Company will also provide pertinent records to the staff of the Missouri Public Service Commission and the Office of Public Counsel upon request, subject to claims of privilege.

- 7. Refunds—Except for the Balancing Fee as provided hereinabove, it is the Company's general intention that reconciling factors within the Purchased Gas Adjustment clause not apply to volumes transported under the ESTP; provided, however, that the Commission shall retain authority to order otherwise upon good cause shown.
- 8. <u>General Transportation Provisions</u>--The following Transportation Provisions (TRPR) also apply to service under this schedule ESTP:
 - a. Responsibility for Transported Gas (Sheet No. 59)
 - b. Daily Quantity (Sheet No. 60);
 - c. Quality, Heat Content and Delivery Pressure for Transportation (Sheet Nos. 60, 61 and 61.1);
 - d. Cash Out (Sheet 61.2 and 61.3)
 - e. Priority of Service (Sheet Nos. 61.4 and 62);
 - f. Unauthorized Deliveries and Penalties (Sheet Nos. 65 and 66)

November 1, 2003

I)ATE OF ISSUE October 23 2003 DATE EFFECTIVE Nevember 22

month day year month day year

ISSUED BY: Robert J. Hack VP, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Missouri Public

FORM NO. 13 P.S.C. MO. No.1 Canceling P.S.C. MO. No. 1

Second Rev (\$60) 001 1 8 2002 SHEET No. 58 First Revised SHEET No. 58

Service Commission

For: All Missouri Service Areas

Missouri Gas Energy, a Division of Southern Union Company

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM **ESTP**

The transporting pool shall, at all times, cause gas to be delivered to a "city gate" (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company.

The Company will not accept gas from a pool where such pool causes gas to be delivered at a city gate location which could jeopardize, at any time, delivery of gas purchased by the Company for resale to its firm customers.

The Company shall retain all records associated with its decision to deny a pool transportation service and/or to deny service at any specific city gate interconnection point. The Company will provide an explanation of its decision and supporting documentation to the pool, or its designated agent, upon request. The Company will also provide pertinent records to the staff of the Missouri Public Service Commission and the Office of Public Counsel upon request, subject to claims of privilege.

7. Refunds--Except for the Balancing Fee as provided hereinabove, it is the Company's general intention that reconciling factors within the Purchased Gas Adjustment clause not apply to volumes transported under the ESTP; provided, however, that the Commission shall retain authority to order otherwise upon good cause shown.

General Transportation Provisions--The following Transportation Provisions (TRPR) also apply to service under this schedule ESTP:

- a. Quantity Applicable to All Other Customers (bottom of Sheet
- b. Unauthorized Use Charges (Sheet Nos. 61.3 and 61.4);
- c. Quality and Pressure of Gas Delivered for Transportation (Sheet Nos. 62 and 63);
- d. Thermal Balancing (Sheet Nos. 64 and 65);
- e. Priority of Service (Sheet Nos. 65 and 66);
- f. Responsibility for Transported Gas (Sheet Nos. 66 and 67); and
- g. Other Provisions (Sheet No. 69).

DATE OF ISSUE October 18 2002 month day year

DATE EFFECTIVE

<u>October</u>

month

day year

ISSUED BY: Robert J. Hack

VP, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO P64111110

FILED OCT 2 8 2002

Service Commission

FORM NO. 13 P.S.C. MO. No.1 Canceling P.S.C. MO. No. 1

First Revised <u>Original</u>

SHEET No. 58 SHEET No. 58

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public Service Commission

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Missouri Public Service Commission 98-140 FILED SEP 02 1998

DATE OF ISSUE August 28 1998

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ISSUED BY: <u>Charles B. Hernandez</u>

SEP 0 2 1998 Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

S.C.MO. No1	<u> Original</u>	<u>l</u>		SHEET NO.	28
Missouri Gas Energy,					
Division of Southern Union Co	ompany	For	All Missouri S	Service Areas	
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CO)MMERCIAL	GAS CONT	FRACT	EUCIVEU	ļ.
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	<u> </u>	CONDITION			
During the first ye	ars of this (Contract, Cu	istomer's usage a	at its plant fac	cilities
at					
is	expected to	o equal or e	xceed l	MCF. Sales a	and/or
transportation to serve	such volum	es by Comp	any pursuant to	its filed tariff	s will
warrant the investment	required by	Company to	o serve Custome	r. In the ever	nt the
volumes of gas sold and	•				
_	·				
year of this Contract are			-		_
Customer to collect the		-			
charge shall be calcula	ted as follo	ws: (1) th	ie MCF transpor	ted and/or so	old to
customer will be subtrac	ted from _	MCF;	(2) the difference	so determine	ed will
be multiplied by Compa	ny's applica	able transpo	rtation charge as	s stated in th	e rate
schedule designated her	rein; and (3)	the produc	t of such calcula	ition will be p	aid to
Company by Customer		•			
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therefor by Company.			Bublic		
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F. Jay Cummings

FORM NO. 13 P.S.C. MO. No. 1 Canceling P.S.C. MO. No. 1

First Revised Original SHEET No. <u>58.1</u> SHEET No. <u>58.1</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM STP
CONTRACT FOR SCHOOL TRANSPORTATION PROGRAM
THIS AGREEMENT, made this day of,, between MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, hereinafter referred to as "Company", and, hereinafter referred to as "Customer".
WITNESSETH: That Company owns and operates facilities for the distribution, sale and transportation of natural gas and Customer desires to transport gas purchased through a not-for-profit school association through Company's distribution facilities.
NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereof, Company and Customer have agreed and do hereby covenant and agree each with the other as follows, to wit:
1. Subject to all the terms and conditions of this Contract, Company agrees to transport for and Customer agrees to transport through Company, natural gas for use at its facility at, Company account number, at the rates and charges due and payable pursuant to the Company's applicable Gas Rate Schedule STP, the provisions of which are hereby incorporated by reference, and upon the terms and conditions set forth in such Rate Schedule and in the Company's "General Terms and Conditions for Gas Service," all as now on file with the regulatory authority having jurisdiction herein, and as amended, reissued and made effective from time to time as provided by law. Company shall provide a copy of "General Terms and Conditions" upon request.
2. Customer shall receive transportation service from Company at its existing facility located at
February 28, 2010
DATE OF ISSUE <u>February 16 2010</u> DATE EFFECTIVE <u>March 18 2010</u> month day year month day year
ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 641111

Original

SHEET No. <u>58.1</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL T	RANSPORTATION PROGRAM
<u>Es</u>	STP
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CONTRACT FOR EXPERIMENTAL SO	HOUL TRANSPORTATION PE

<u>ESTP</u>
CONTRACT FOR EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM
THIS AGREEMENT, made this day of,, between MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, hereinafter referred to as "Company", and, hereinafter referred to as "Customer".
WITNESSETH : That Company owns and operates facilities for the distribution, sale and transportation of natural gas and Customer desires to transport gas purchased through a not-for-profit school association through Company's distribution facilities.
NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereof, Company and Customer have agreed and do hereby covenant and agree each with the other as follows, to wit:
1. Subject to all the terms and conditions of this Contract, Company agrees to transport for and Customer agrees to transport through Company, natural gas for use at its facility at, Company account number, at the rates and charges due and payable pursuant to the Company's applicable Gas Rate Schedule ESTP, the provisions of which are hereby incorporated by reference, and upon the terms and conditions set forth in such Rate Schedule and in the Company's "General Terms and Conditions for Gas Service," all as now on file with the regulatory authority having jurisdiction herein, and as amended, reissued and made effective from time to time as provided by law. Company shall provide a copy of "General Terms and Conditions" upon request.
2. Customer shall receive transportation service from Company at its existing facility located at
DATE OF ISSUE October 18 2002 DATE EFFECTIVE October 28 2002 month day year month day year
ISSUED BY: Robert J. Hack VP, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111
Filed

FORM NO. 13 P.S.C. MO. No.1 Canceling P.S.C. MO. No.1

First Revised <u>Original</u>

SHEET No. <u>58.2</u> SHEET No. 58.2

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

	ORTATION PROGRAM STP	
SERVICE ADDRESS	ACCOUNT NO.	<u>RATE</u>
3. Customer agrees to pay local other similar local fees or taxes, in a manne gas service were not taken under the school t	r similar to the way such	ocal franchise taxes, or taxes would be paid if
4. Customer understands and ag transportation program will occur through designated agent. Customer understands ar for gas service taken under the school transported over the Company's facilities und	n the not-for-profit scho nd agrees that it remains r portation program. The na r is purchasing its natur	ol association, or its esponsible for charges ime of the not-for-profit al gas supplies to be
Customer hereby authorizes the above-na designated agent, with usage and account inf under the school transportation program.	amed not-for-profit scho formation as necessary to	ol association, or its administer gas service
5. Should Company be requested provide deliveries hereunder or to expand its which such investment will be recovered for Conditions Amendment" to be attached when	s existing facilities, the sp from Customer are as s	pecial conditions under
6. This Contract shall continue October 31. This contract shall continue the either party giving written notice at least 180 provided however, Company may terminate of provided for in its General Terms and Condition	hereafter from year to ye O days prior to the Nove or suspend its obligations	ear until terminated by mber 1 st renewal date,

DATE OF ISSUE February 16 2010 month day year

DATE EFFECTIVE

February 28, 2010 2010 March month day

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64ปปี **Original**

SHEET No. 58.2

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM **ESTP**

SERVICE ADDRESS ACCOUNT NO. RATE

- Customer agrees to pay local gross receipts taxes, or local franchise taxes, or other similar local fees or taxes, in a manner similar to the way such taxes would be paid if gas service were not taken under the experimental school transportation program.
- 4. Customer understands and agrees that billing for gas service under the experimental school transportation program will occur through the not-for-profit school association, or its designated agent. Customer understands and agrees that it remains responsible for charges for gas service taken under the experimental school transportation The name of the not-for-profit school association through which customer is purchasing its natural gas supplies to be transported over the Company's facilities under this experimental school transportation program is:

Customer hereby authorizes the above-named not-for-profit school association, or its designated agent, with usage and account information as necessary to administer gas service under the experimental school transportation program.

- Should Company be requested by Customer to install new facilities in order to provide deliveries hereunder or to expand its existing facilities, the special conditions under which such investment will be recovered from Customer are as set forth in a "Special Conditions Amendment" to be attached when applicable.
- This Contract shall continue from the date of execution through the next October 31. This contract shall continue thereafter from year to year until terminated by either party giving written notice at least 180 days prior to the November 1st renewal date, provided however, Company may terminate or suspend its obligations under this Contract as provided for in its General Terms and Conditions. The experimental school transportation schedule is scheduled to terminate on June 30, 2005.

DATE OF ISSUE October 18 2002 month day year

DATE EFFECTIVE

October 28 2002 month day year

ISSUED BY: ___ Robert J. Hack

VP, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111

First Revised Original

SHEET No. 58.3 SHEET No. 58.3

Missouri Gas Energy. a Division of Southern Union Company

For: All Missouri Service Areas

SCHOOL TRANSPORTATION PROGRAM

- Nothing contained herein shall be construed as affecting in any way the right of Company to unilaterally make application for a change in its rates or General Terms and Conditions to the regulatory authority having jurisdiction; provided customer shall have the right to protest any changes.
- This Contract, and the rates and service hereunder, shall be subject to regulation by the regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulation, and orders of any other regulatory authority having jurisdiction of the subject mater or either of the parties hereto.
- Company shall use reasonable diligence to provide a regular supply of natural gas subject to the priority of service provisions and other terms of Company's filed tariffs, but does not guarantee such supply. Company does not assume responsibility for interruption of service, whether caused by inadequacy of supply, equipment, facilities or because of uncontrollable forces, except when such interruption is the result of reckless, willful or wanton acts of Company, its agents or employees.
- The provisions of this Contract shall not be changed except in writing duly 10. signed by Company and Customer; however, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction of the Company's rates.
- No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Contract shall operate or be construed as a waiver of any future defaults, whether or a like or of a different character.
- This contract shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
- This Contract sets forth the only agreements between the Company and Customer and all prior agreements, contracts or other mutual understandings whether oral or in writing shall be considered canceled as of the date of this Contract.

February 28, 2010

DATE OF ISSUE February 16 2010 month day year

DATE EFFECTIVE

March 18 2010 month day vear

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Original

SHEET No. 58.3

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM **ESTP**

- Nothing contained herein shall be construed as affecting in any way the right of 7. Company to unilaterally make application for a change in its rates or General Terms and Conditions to the regulatory authority having jurisdiction; provided customer shall have the right to protest any changes.
- This Contract, and the rates and service hereunder, shall be subject to 8. regulation by the regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulation, and orders of any other regulatory authority having jurisdiction of the subject mater or either of the parties hereto.
- Company shall use reasonable diligence to provide a regular supply of natural gas subject to the priority of service provisions and other terms of Company's filed tariffs, but does not quarantee such supply. Company does not assume responsibility for interruption of service, whether caused by inadequacy of supply, equipment, facilities or because of uncontrollable forces, except when such interruption is the result of reckless, willful or wanton acts of Company, its agents or employees.
- 10. The provisions of this Contract shall not be changed except in writing duly signed by Company and Customer; however, the contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction of the Company's rates.
- No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Contract shall operate or be construed as a waiver of any future defaults, whether or a like or of a different character.
- 12. This contract shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
- 13. This Contract sets forth the only agreements between the Company and Customer and all prior agreements, contracts or other mutual understandings whether oral or in writing shall be considered canceled as of the date of this Contract.

DATE OF ISSUE October 18 2002 month day year

DATE EFFECTIVE

October 28 month

day year

ISSUED BY: Robert J. Hack

VP, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City,



FORM NO. 13 P.S.C. MO. No.1 Canceling P.S.C. MO. No.1

First Revised Original SHEET No. <u>58.4</u> SHEET No. <u>58.4</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

SCHOOL TRAI	NSPORTATION PROGRAM STP
IN WITNESS WHEREOF, the pathe day and year first above.	rties hereto have executed this Contract in duplicate
	MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY
Ву	Ву
Attest:	Attest:
	Legal Department Approval
	February 28, 2010

ISSUED BY: Michael R. Noack

DATE OF ISSUE February 16

month

Dirctor, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

March

month

day

DATE EFFECTIVE

2010

day year

year

Original

SHEET No. <u>58.4</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL SCHOOL	_TRANSPORTATION PROGRAM ESTP
IN WITNESS WHEREOF, the partie the day and year first above.	es hereto have executed this Contract in duplicate
	MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY
Ву	Ву
Attest:	Attest:
	Legal Department Approval

DATE OF ISSUE October 18 2002 month day year

DATE EFFECTIVE

October 28 2002

month

day year

ISSUED BY: Robert J. Hack

VP, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111



P.S.C. MO. No.1 Clanceling P.S.C. MO. No.1 Second Revised First Revised

SHEET No. 59 SHEET No. 59

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas Name of Issuing Corporation Community, Town or City

TRANSPORTATION PROVISIONS <u>TRPR</u>

- REQUIREMENTS FOR TRANSPORTATION SERVICE: The provisions of this A. schedule apply to the transportation service provided to customers qualified to receive such service, in accordance with the Company's applicable rate schedules.
 - Company's Responsibility: Company shall deliver to a customer volumes of (1) gas which are thermally equivalent to the volumes of gas received for the customer at a receipt point, less any amount retained by Company according to Section A-6 Retainage.
 - (2) Customer's Responsibility: A customer, by taking service under a transportation service rate schedule, warrants and agrees that:
 - (a) Gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances and shall indemnify and save the Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas,
 - (b) Company shall not be responsible in any way for damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to receipt into Company's facilities or after delivery to the customer, and
 - (c) The customer's gas shall at all times remain vested in the customer.
 - Customer's Agent: Agents shall be allowed to deliver gas to Company's (3)system for a transportation service customer.
 - (a) Agent's Responsibilities: An agent arranging for delivery of gas for a transportation service customer must receive Company authorization prior to delivering gas to Company's system. Agents may obtain Company authorization to aggregate balancing as described in Section A-4 Aggregation by entering into a signed agreement with Company. which shall acknowledge the agent's responsibilities under Section A-9 Cash Out and Section B-6 Penalties for Unauthorized Usage.

DATE OF ISSUE:

2003 October 23

DATE EFFECTIVE:

November 22 2003

Month Day Year

Day Year Month

ISSUED BY: Robert J. Hack

Vice President, Pricing and Regulatory Affairs

Missouri Gas Energy

Kansas City, MO. 64111

FORM NO. 13

P.S.C. MO. No.1

Canceling P.S.C. MO. No.1

First Revised **Original**

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SHEET No. 59 SHEET No. 59

JUL 17 1997

Missouri Gas Energy, a Division of Southern Union Company

Name of Issuing Corporation

MO. PUBLIC STIMISS TO Service Areas Community, Town or City

TRANSPORTATION PROVISIONS **TRPR**

AVAILABLE

The provisions of this schedule apply to the transportation service provided to customers qualified to receive such service, in accordance with the Company's applicable rate schedules.

DELIVERY POINTS

The customer will provide for the delivery of volumes of natural gas to be transported to a mutually agreeable location on the Company's system which serves the customer's premises, and the Company will deliver such thermally equivalent volumes of gas, less any retainages, to the outlet side of the Company's meters at customer's premises. The gas retained by the Company shall be two percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas. Gas transported hereunder will be delivered to the Company in the state in which it will ultimately be consumed. CANCE! I FD

NOMINATIONS

Applicable to Panhandle Eastern Customers

vear

Prior to the commencement of deliveries of gas hereunder, notify Company of its daily nomination of volumes to be transported. at least five working days prior to the beginning of each month, the customer shall notify the Company in writing of its daily nomination of volumes to be transported in the subsequent month. Should the customer's daily requirement for transportation volumes change, the customer shall notify Company of its new nomination level 24 hours prior to making any such change. Company may reject transport nominations at the beginning of a month or at any time during the month when it appears that nominations will exceed actual usage by more than 10% or by such lesser amount as may be required by operating conditions.

DATE OF ISSUE July 1997 day

month

DATE EFFECTIVE

ISSUED BY: Charles B. Hernandez

Director, Pricinguinio Rec Missouri Gas Energy, Kansas City, MO.

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F. Jay Cummings

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Missouri Gas Energy, a Division of Southern Union Company	For	All Missouri Sedolog Areas
Irans	sportation Provisio TRPR	JAN - 7 1994
Applicable		MISSOURI Public Service Commission
•		transportation service provided to accordance with the Company's
Delivery Points		
to a mutually agreeable local customer's premises, and the Configuration of gas, less any retainages, to the premises. The gas retained by delivered to the Company for Company's lost and unaccounty.	tion on the Com ompany will delive he outlet side of the y the Company sland transportation to the for and Con	nes of natural gas to be transported pany's system which serves the r such thermally equivalent volumes as Company's meters at customer's hall be two percent of the volume the customer as compensation for apany use gas. Gas transported e state in which it will ultimately be
Nominations		
Applicable to Panhandle Easter	n Customers	
Company of its daily nomination of its daily nominatio	on of volumes to be beginning of each maily nomination of the customer's day shall notify Compart at any time during usage by more that conditions. More imbalances be	pereunder, the customer shall notify be transported. Thereafter, at least month, the customer shall notify the volumes to be transported in the aily requirement for transportation pany of its new nomination level 24 may reject transport nominations and the month when it appears that an 10% or by such lesser amount as reover, Company may require the fore permitting additional transport ill not be permitted.
		\$\\ \frac{\xi}{2} - \\ \frac{1}{2} \\ \frac{1994}{0} \\ \text{MO. P\hat{VRICE COMPARTY COMPARTS.}}
		THE COM
DATE OF ISSUE <u>January</u> 7 19 month day	194 DATE EF year	FECTIVE <u>February 1 1994</u> month day yea
ISSUED BY	·	nt, Rates and Regulatory Affairs

P.S.C. MO. No.1 Canceling P.S.C. MO. No.1

Second Revised First Revised

SHEET No. 59.1 SHEET No. 59.1

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

For: All Missouri Service Areas Community, Town or City

TRANSPORTATION PROVISIONS **TRPR**

- (b) Affidavit: A customer to be represented by an agent must provide Company with an affidavit identifying its agent. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company.
- (c) Billing: Company may accept payment from the customer's agent; however, the customer shall continue to be responsible for all charges on the account. In the event of any billing dispute, Company shall notify the customer directly and shall not be required to notify the customer's agent.
- Aggregation: Customers' agents shall be allowed to aggregate their (4) customers' usages for purposes of nominating and balancing transportation deliveries on the same pipeline.
 - (a) Aggregation Groups (Pools): An agent shall establish its customers within each aggregation area into a pool or pools. Customers may not belong to more than one pool. Customers not assigned to a pool shall be individually balanced.
 - (b) Changes to Pools: Company must receive changes to pools, in writing, no later than four (4) business days prior to the end of each month. Changes shall become effective on the first day of the following month except that pools shall be as designated prior to the first effective day of an OFO or POC. In the event an OFO or POC overlaps the end of one month and the beginning of another, no changes to pools will become effective until the first day of the month following.
 - (c) Monthly Imbalances: The agent selecting pooling or individual customers not belonging to a pool shall be responsible for clearing the monthly imbalance according to Section A-9, Cash Out.
- Nominations: A transportation service customer or the customer's agent shall (5)be responsible for nominating volumes of gas to be received by Company for delivery to the delivery point in order to meet customer's or pool's daily requirement for flowing gas plus retainage.

DATE OF ISSUE February 16, 2010 day year month

DATE EFFECTIVE

February 28, 2010 March ... <u> 18. 2010 </u> month day year

ISSUED BY Michael R. Noack

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

P.S.C. MO. No.<u>1</u> Canceling P.S.C. MO. No.<u>1</u> First Revised Original

SHEET No. <u>59.1</u> SHEET No. <u>59.1</u>

Missouri Gas Energy,

a <u>Division of Southern Union Company</u>
Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

TRANSPORTATION PROVISIONS TRPR

- (b) Affidavit: A customer to be represented by an agent must provide Company with an affidavit identifying its agent. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company.
- (c) <u>Billing</u>: Company may accept payment from the customer's agent; however, the customer shall continue to be responsible for all charges on the account. In the event of any billing dispute, Company shall notify the customer directly and shall not be required to notify the customer's agent.
- (4) <u>Aggregation</u>: Customers' agents shall be allowed to aggregate their customers' usages for purposes of nominating and balancing transportation deliveries on the same pipeline.
 - (a) <u>Aggregation Groups (Pools)</u>: An agent shall establish its customers within each aggregation area into a pool or pools. Customers may not belong to more than one pool. Customers not assigned to a pool shall be individually balanced.
 - (b) Changes to Pools: Company must receive changes to pools, in writing, prior to the last working day of a month. Changes shall become effective on the first day of the following month except that pools shall be as designated prior to the first effective day of an OFO or POC. In the event an OFO or POC overlaps the end of one month and the beginning of another, no changes to pools will become effective until the first day of the month following.
 - (c) <u>Monthly Imbalances</u>: The agent selecting pooling or individual customers not belonging to a pool shall be responsible for clearing the monthly imbalance according to Section A-9, <u>Cash Out.</u>
- (5) Nominations: A transportation service customer or the customer's agent shall be responsible for nominating volumes of gas to be received by Company for delivery to the delivery point in order to meet customer's or pool's daily requirement for flowing gas plus retainage.

November 1, 2003

DATE OF ISSUE: October 23

Month Day Year

2003

DATE EFFECTIVE:

November 22 2003 Month Day Year

ISSUED BY: Robert J. Hack

Vice President, Pricing and Regulatory Affairs

Missouri Gas Energy

Kansas City, MO. 64111

CANCELLED
February 28, 2010
Missouri Public
Service Commission
GR-2009-0355 YG-2010-0500

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P.S.C. MO. No.1

Original

SHEET No. 59.1

Missouri Gas Energy, a Division of Southern Union Company

Name of Issuing Corporation

For: All Missouri Service Areas

Community, Town or City

TRANSPORTATION PROVISIONS

TRPR

JAN 25 1999

NOMINATIONS (continued)

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For purposes of coordinating nominations, confirmations, scheduling, and delivery of volumes with transporting pipeline(s), Company may, at its sole discretion, communicate customers' daily usage information, and/or grant electronic access to such information as requested by transporting pipeline(s).

The transporting customer shall, at all times, cause gas to be delivered to a "city gate" (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company. All gas delivered to the Company, at any time, for transportation to the customer's end use location must be delivered to the city gate location from which the Company is physically able to receive the gas and ultimately redeliver such volume to the customer's facilities.

The Company will not accept gas from an existing transportation customer, or accept a new local distribution system transportation customer, where such customer causes gas to be delivered at a city gate location which could jeopardize, at any time, delivery of gas purchased by the Company for resale to its firm customers.

The Company shall retain all records associated with its decision to deny a customer transportation service and/or to deny service at any specific city gate interconnection point. The Company will provide an explanation of its decision and supporting documentation to the customer upon request. The Company will also provide pertinent records to the staff of the Missouri Public Service Commission and the Office of Public Counsel upon request, subject to claims of privilege.

Moreover, Company may require the customer to eliminate all positive imbalances before permitting additional transport service. Imbalance trading among customers will not be permitted.

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Public Service Commission

FILED FEB 25 1999

DATE OF ISSUE January 25, 1999 month day year

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February 25, 1999 month day year

ISSUED BY: Robert J. Hack

Vice President, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Fourth Revised Third Revised

SHEET No. <u>60</u> SHEET No. 60

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Missouri Gas Energy, a Division of Southern Union Company

Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

TRANSPORTATION PROVISIONS TRPR

- (6) Retainage: The gas retained by the Company shall be two percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas; provided however, that upon agreement of the Company and customer in situations where actual lost and unaccounted for gas attributable to facilities serving the customer may be measured accurately, such actual measurement may be used in lieu of the two percent retainage otherwise provided in this subsection.
- (7) <u>Daily Quantity of Transportation Service Gas</u>: The customer will, as nearly as practicable, have delivered to the Company, and shall take redelivery from Company at the same uniform rate. Variations in such deliveries or redeliveries which cause the Company operating problems of any kind shall give the Company the right to discontinue receipts of such gas until such variations are corrected.
- (8) Quality and Pressure of Transportation Service Gas: The gas delivered by a producer, supplier or pipeline to the Company for transportation to the customer or the customer's agent shall conform to the standards prescribed in the Company's applicable rate schedules and General Terms and Conditions and shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is. Company may refuse to receive gas not meeting the quality requirements of Section A-8-a Specifications. Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove the customer's obligation to deliver gas meeting those specifications:
 - (a) <u>Specifications</u>: Unless stated otherwise in specific agreements, gas shall conform to the following specifications:
 - (i). It shall not contain more than one (1) grain of hydrogen sulfide per 100 cubic feet, nor more than twenty (20) grains of total sulphur per 100 cubic feet.
 - (ii). Its temperature shall not exceed 70° Fahrenheit

* Indicates new rate or text; + Indicates change

DATE OF ISSUE: September 20, 2007 DATE EFFECTIVE: October 20, 2007

Month Day Year Month Day Yea

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy

Kansas City, MO. 64111

Third Revised
Second Revised

SHEET No. 60 SHEET No. 60

Missouri Gas Energy,

<u>al Division of Southern Union Company</u>

Name of Issuing Corporation

For: All Missouri Service Areas

Community, Town or City

TRANSPORTATION PROVISIONS TRPR

- (6) Retainage: The gas retained by the Company shall be two percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas.
- (7) <u>Daily Quantity of Transportation Service Gas</u>: The customer will, as nearly as practicable, have delivered to the Company, and shall take redelivery from Company at the same uniform rate. Variations in such deliveries or redeliveries which cause the Company operating problems of any kind shall give the Company the right to discontinue receipts of such gas until such variations are corrected.
- (8) Quality and Pressure of Transportation Service Gas: The gas delivered by a producer, supplier or pipeline to the Company for transportation to the customer or the customer's agent shall conform to the standards prescribed in the Company's applicable rate schedules and General Terms and Conditions and shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is. Company may refuse to receive gas not meeting the quality requirements of Section A-8-a Specifications. Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove the customer's obligation to deliver gas meeting those specifications:
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 - (ii). Its temperature shall not exceed 70° Fahrenheit

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Vice President, Pricing and Regulatory Affairs
Missouri Gas Energy

Kansas City, MO. 64111

Second Revised First Revised

SHEET No. 60 SHEET No. 60

Missouri Gas Energy,

a Division of Southern Union Company Name of Issuing Corporation

For: All Missouri Service Areas

Community, Town or City

TRANSPORTATION PROVISIONS

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NOMINATIONS (continued)

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Prior to the commencement of deliveries of Messie Phider, the transporting pipeline shall notify Company of the customer's daily nomination of MMBTUs to be transported. Should the customer's daily requirement for transportation volumes change, the customer shall notify the transporting pipeline of its new nomination level 24 hours prior to making any such change. The transporting pipeline will notify Company of any such nomination change.

For purposes of coordinating nominations, confirmations, scheduling, and delivery of volumes with transporting pipeline(s). Company may at its sole discretion, communicate customers' daily usage information, and/or grant electronic access to such information as requested by transporting pipeline(s).

The transporting customer shall, at all times, cause gas to be delivered to a "city gate" (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company. All gas delivered to the Company, at any time, for transportation to the customer's end use location must be delivered to the city gate location from which the Company is physically able to receive the gas and ultimately redeliver such volume to the customer's facilities.

The Company will not accept gas from an existing transportation customer, or accept a new local distribution system transportation customer, where such customer causes gas to be delivered at a city gate location which could jeopardize, at any time, delivery of gas purchased by the Company for resale to its firm customers.

The Company shall retain all records associated with its decision to deny a customer transportation service and/or to deny service at any specific city gate interconnection point. The Company will provide an explanation of its decision and supporting documentation to the customer upon request. The Company will also provide pertinent records to the staff of the Missouri Public Service Commission and the Office of Public Counsel upon request, subject to claims of privilege.

DATE OF ISSUE January 25,

DATE EFFECTIVE

February ____ 25, 1999 year

ISSUED BY: ___ Robert J. Hack

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FORM NO. 13

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

Canceling P.S.C. MO. No.1

First Revised Original RECEIVE SHEET No. 60 SHEET No. 60

Missouri Gas Energy,

a Division of Southern Union Company

Name of Issuing Corporation

JUL 17 1997

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS
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NOMINATIONS (continued)

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ISSUED BY: Charles B. Hernandez

<u>Director, Pricing and Regulatory Affairs</u>
Missouri Gas Energy, Kansas City, MO. 64111

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ISSUED BY Vice President, Rates and Regulatory Affairs

F. Jay Cummings

FORM NO. 13 P.S.C. MO. No.<u>1</u> Canceling

First Revised Original SHEET No. 60a SHEET No. 60a

Missouri Gas Energy,
a Division of Southern Union Company
Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

TRANSPORTATION PROVISIONS TRPR
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February 25, month day

<u>1999</u> year

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Vice President, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

<u>Original</u>

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SHEET No. 60a

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

JUL For: All Missouri Service Areas

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The transporting customer shall, at all times, cause gas to be delivered to a "city gate" (an interconnection point between the delivering upstream pipeline system and the Company's local distribution system over which the gas is being delivered to the customer's facilities where it is to be ultimately consumed) which is acceptable to the Company. All gas delivered to the Company, at any time, for transportation to the customer's end use location must be delivered to the city gate location from which the Company is physically able to receive the gas and ultimately redeliver such volume to the customer's facilities.

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Applicable to Panhandle Eastern Customers

- By 15+ 25+ 60° The customer shall coordinate with its suppliers to practicable, daily rates of delivery to the Company, and shall take redelivery from the Company as nearly as practicable at the the Company as nearly as practicable at the same uniform rates. Variations in such deliveries or redeliveries which cause the Company operating problems of any kind shall give the Company the right to discontinue receipts of such gas until such variations are corrected.
- Should both transported volumes, which shall be the customer's nominations including retainages, and sales volumes be delivered in a given month, transported volumes shall be considered the first volumes delivered and all other volumes shall be sold to the customer under the applicable rate schedule.

DATE OF ISSUE DATE EFFECTIVE dav

Director, Pricing and Re ISSUED BY: Charles B. Hernandez Missouri Gas Energy, Kansas City

Second Revised First Revised

SHEET No. 61 SHEET No. 61

Missouri Gas Energy,

a <u>Division of Southern Union Company</u>

Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

TRANSPORTATION PROVISIONS TRPR

- (iii.) It shall not contain more than seven (7) pounds of water vapor per 10,000 Ccf,
- (iv.) It shall not contain more than 2% carbon dioxide by volume, nor more than 1% oxygen by volume,
- (v.) Its Btu content shall be no less than that normally provided or currently flowing from interconnected pipelines, nor less than as provided for in an existing contract for Company's gas from that source.
- (b) <u>Determination of Quality</u>: If the customer or customer's agent contracts for the purchase of gas from a producer or pipeline who is not currently delivering gas to the Company and such gas is to be delivered directly into Company facilities, the customer will bear all expense connected with the determination of the quality of gas being delivered and any required interconnections. However, the Company's obligation to transport such gas is also contingent upon the execution of an agreement between the Company and such producer or pipeline which the Company shall not unreasonably withhold setting forth the terms of interconnection, quality standards, and the respective rights of the Company and such producer or pipeline in connection with deliveries of such gas.
- (c) <u>Heat Content</u>: The heat content of the gas delivered to the customer by the Company shall be the heat content available in its system at the particular point of delivery at the time of delivery. It is recognized that the heat content at the various delivery points will vary from point to point and from time to time and nothing herein contained shall be construed as obligating the Company to alter the usual operation of its facilities to achieve deliveries of a prescribed heating value at any point or points.

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ISSUED BY: Robert J. Hack

Vice President, Pricing and Regulatory Affairs

Missouri Gas Energy Kansas City, MO. 64111 FORM NO. 13 P.S.C. MO. No.1 Canceling

First Revised CANCELLED

SHEET No. 61 SHEET No. 61

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

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TRANSPORTATION PROVISION

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QUANTITY

Applicable to Panhandle Eastern Customers

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- 1. The customer shall coordinate with its suppliers to maintain, as nearly as practicable, daily rates of delivery to the Company, and shall take redelivery from the Company as nearly as practicable at the same uniform rates. Variations in such deliveries or redeliveries which cause the Company operating problems of any kind shall give the Company the right to discontinue receipts of such gas until such variations are corrected.
- 2. Should both transported volumes, which shall be the customer's nominations including retainages, and sales volumes be delivered in a given month, transported volumes shall be considered the first volumes delivered and all other volumes shall be sold to the customer under the applicable rate schedule.
- 3. When in a given month the heat content, expressed in millions of British Thermal Units (MMBTU), of the transportation gas delivered to the Company for a customer's account plus any amount carried over from the previous month, equals or exceeds the MMBTU taken by the customer, all deliveries shall be considered transported deliveries, and the excess MMBTU's, if any, shall be carried forward to the customer's account for the subsequent month. The customer will make every effort to assure that the gas tendered for transportation, less any retainages, equals the transportation gas taken. The Company is not required to transport any excess MMBTU's to the customer in the subsequent month should the Company's supply or capacity be inadequate; however, such excess MMBTU's will be delivered to the customer at a later date. The Company may at its discretion refuse to accept additional deliveries of gas until the customer has received all excess transportation gas delivered in prior periods.

Applicable to All Other Customers

- 1. The customer will, as nearly as practicable, have delivered to the Company, and shall take redelivery from Company at the same uniform rate. Variations in such deliveries or redeliveries which cause the Company operating problems of any kind shall give the Company the right to discontinue receipts of such gas until such variations are corrected.
- The pipeline will deliver, as transported gas, to the Company the customer's actual deliveries including retainages. The pipeline shall provide burner tip balancing (effectively increasing or decreasing the customer's original nomination) between the customer's nominations and the Company's deliveries of gas.

DATE OF ISSUE January 25, month day year DATE EFFECTIVE

February 25, day

ISSUED BY:

Robert J. Hack

Vice President, Pricing Ad REGULED AND S Missouri Gas Energy, Kansas City, MO. 64111

FILED FEB 25 1999

Missouri Gas Energy.

a Division of Southern Union Company	For	All Missouri Service Areas
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Quantity (continued)

Applicable to Panhandle Eastern Customers

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3. When in a given month the heat content, expressed in millions of British Thermal Units (MMBTU), of the transportation gas delivered to the Company for a customer's account plus any amount carried over from the previous month, equals or exceeds the MMBTU taken by the customer, all deliveries shall be considered transported deliveries, and the excess MMBTU's, if any, shall be carried forward to the customer's account for the subsequent month. The customer will make every effort to assure that the gas tendered for transportation, less any retainages, equals the transportation gas taken. The Company is not required to transport any excess MMBTU's to the customer in the subsequent month should the Company's supply or capacity be inadequate; however, such excess MMBTU's will be delivered to the customer at a later date. The Company may at its discretion refuse to accept additional deliveries of gas until the customer has received all excess transportation gas delivered in prior periods.

Applicable to All Other Customers

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- 2. The pipeline will deliver, as transported gas, to the Company the customer's actual deliveries including retainages. The pipeline shall provide burner tip balancing (effectively increasing or decreasing the customer's original nomination) between the customer's nominations and the Company's deliveries of gas.

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ISSUED BY

Vice President, Rates and Regulatory Affairs

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SHEET No. <u>61.1</u> SHEET No. 61.1

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS TRPR

- (d) Measuring Heat Content of Gas Received: The heat content of the gas tendered shall be the heat content stated in BTU per cubic foot of all gas received from transporting pipeline(s) into the distribution system.
- (e) Measuring Heat Content of Gas Delivered: On Company's distribution systems served by a single transporting pipeline, the heat content of natural gas stated in BTU per cubic foot shall be the heat content of the gas delivered by the transporting pipeline. For customers transporting all gas requirements on a single transporting pipeline into a distribution system served by multiple pipelines, the BTU contents of customers' gas will be the same as the BTU contents of the transporting pipeline. For customers transporting gas on more than one pipeline, into distribution systems served by multiple pipelines, the heat content of gas delivered to customers shall be calculated utilizing the BTU per cubic foot for each transporting pipeline multiplied by a pro rate share of the delivered transportation gas.
- (f) Additional Equipment for Measuring Heat Rate: If additional BTU measurement is required by the Company or the customer, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For customers requesting the installation of BTU measurement equipment hereunder, thermal balancing shall be performed on the basis of such measurement for a minimum period of twelve consecutive months following such installation. In all cases where BTU measurement devices requiring periodic or continuous sampling of the gas are to be installed, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the heat content of the.
- (g) <u>Delivery Pressure of Transportation Service Gas</u>: Delivery pressures to customers shall be mutually agreed upon from time to time and shall take into account system capacity, customer requirements, and other pertinent factors.

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Vice President, Pricing and Regulatory Affairs

Missouri Gas Energy

Kansas City, MO. 64111

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS Service Commission

TRPR

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POOLED TRANSPORTATION SERVICE

- 1. Under the following terms and conditions, Pooled Transportation Service allows for the aggregation of the gas supply of transportation customers for the purpose of determining penalties during pipeline operational orders and local distribution curtailments.
- 2. MGE will recognize an "aggregated pool" of gas supplies in any instance in which a single supplier (e.g. a gas marketer or broker) is delivering natural gas to MGE serving a group of customers who are also customers of MGE behind a particular MGE delivery location. In the aggregate, such pool of MGE customers must consume an daily average of one thousand (1,000) Ccf per day over the most recent twelve month period. Any time the supplier fails to meet these minimum standards, MGE reserves the right to disband the aggregated pool on 30 days written notice to each of the MGE customers affected by the supplier's action. A monthly administrative fee of one thousand dollars (\$1,000) shall be charged to the supplier.
- 3. The transportation customer who wishes to be a part of such an aggregated pool must be acquiring its supply at a MGE specified delivery location.
- 4. The transportation customer who wishes to be part of such an aggregated pool must furnish MGE with written acknowledgment in which it agrees to be treated as being a part of an aggregated supply at such designated location at least ten (10) working days prior to the first day of the month in which service is scheduled to begin. The customer is required to take service as part of the pool for an initial 6 months. The customer must provide MGE with written notice at least 30 days prior to the month in which they want the aggregate service to end or move to another pool.

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Missouri Public Service Commission FILED SEP 0 2 1998

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ISSUED BY: _ Charles B. Hernandez

SEP 0 2 1998 Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Third Revised
Second Revised

SHEET No. <u>61.2</u> SHEET No. 61.2

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS TRPR

(9) <u>Cash Out</u>: Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company according to Section A-6, <u>Retainage</u>. Agents may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section A-4, Aggregation.

(a) Monthly Cash Out: Differences between deliveries and retainage-adjusted receipts shall be reconciled on a monthly basis between Company and a

customer or the customer's agent.

(i) If Company's retainage-adjusted receipts (nomination) for the customer are less than deliveries (usage) to the customer, the customer or the customer's agent shall pay:

1.0 times the index price for each MMbtu of imbalance up to and

including 5% of nominations, plus

1.2 times the index price for each MMbtu of imbalance which is greater than 5%, up to and including 10% of nominations, plus

1.4 times the index price for each MMbtu of imbalance which is greater than 10% of nominations, plus

For each MMbtu of imbalance Southern Star Central's maximum tariff transportation rate, plus the incremental/variable storage withdrawal cost rate.

(ii) If Company's retainage-adjusted receipts (nomination) for the customer exceed deliveries (usage) to the customer, the customer or the customer's agent shall receive:

1.0 times the index price for each MMbtu of imbalance up to and including 5% of nominations, plus

0.8 times the index price for each MMbtu of imbalance which is greater than 5% of nominations, up to and including 10%, plus

0.6 times the index price for each MMbtu of imbalance which is greater than 10% of nominations, plus

For each MMbtu of imbalance Southern Star Central's maximum tariff transportation rate, minus the incremental/variable storage injection rate.

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ISSUED BY: Michael R. Noack

<u>Director, Pricing and Regulatory Affairs</u> Missouri Gas Energy, Kansas City, MO. 64111 Second Revised First Revised SHEET No. <u>61.2</u> SHEET No. <u>61.2</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

(9) Cash Out: Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company according to Section A-6, Retainage. Agents may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section A-4, Aggregation.

(a) Monthly Cash Out: Differences between deliveries and retainage-adjusted receipts shall be reconciled on a monthly basis between Company and a

customer or the customer's agent.

 (i) If Company's retainage-adjusted receipts (nomination) for the customer are less than deliveries (usage) to the customer, the customer or the customer's agent shall pay:

1.0 times the index price for each MMbtu of imbalance up to and

including 10% of nominations, plus

1.2 times the index price for each MMbtu of imbalance which is greater than 10%, up to and including 15% of nominations, plus

1.4 times the index price for each MMbtu of imbalance which is greater than 15% of nominations, plus

The firm transportation charges included in the current PGA rate to bring the gas to the Company's system

(ii) If Company's retainage-adjusted receipts (nomination) for the customer exceed deliveries (usage) to the customer, the customer or the customer's agent shall receive:

1.0 times the index price for each MMbtu of imbalance up to and including 10% of nominations, plus

0.8 times the index price for each MMbtu of imbalance which is greater than 10% of nominations, up to and including 15%, plus

0.6 times the index price for each MMbtu of imbalance which is greater than 15% of nominations, plus

The firm transportation charges included in the current PGA rate to bring the gas to the Company's system

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Missouri Gas Energy

<u>Director, Pricing and Regulatory Affairs</u> Kansas City, MO. 64111

SHEET No. 61.2 SHEET No. 61.2

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS TRPR

- (9)Cash Out: Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company according to Section A-6, Retainage, Agents may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section A-4, Aggregation.
 - (a) Monthly Cash Out: Differences between deliveries and retainageadjusted receipts shall be reconciled on a monthly basis between Company and a customer or the customer's agent.
 - (i) If Company's retainage-adjusted receipts (nomination) for the customer are less than deliveries (usage) to the customer, the customer or the customer's agent shall pay:
 - 1.0 times the index price for each MMbtu of imbalance up to and including 10% of nominations, plus
 - 1.2 times the index price for each MMbtu of imbalance which is greater than 10%, up to and including 15% of nominations, plus
 - 1.4 times the index price for each MMbtu of imbalance which is greater than 15% of nominations.
 - (ii) If Company's retainage-adjusted receipts (nomination) for the customer exceed deliveries (usage) to the customer, the customer or the customer's agent shall receive:
 - 1.0 times the index price for each MMbtu of imbalance up to and including 10% of nominations, plus
 - 0.8 times the index price for each MMbtu of imbalance which is greater than 10% of nominations, up to and including 15%, plus
 - 0.6 times the index price for each MMbtu of imbalance which is greater than 15% of nominations.

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Vice President, Pricing and Regulatory Affairs

Missouri Gas Energy

Kansas City, MO. 64111

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public

TRANSPORTATION PROVISIONS Service Commission

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If the customer switches to another pool after the initial 6 month period, then a new 6 month period begins. Should the customer switch to a non-transport rate schedule, then the requirements for notification under the Large Volume rate schedule apply. If no notice is provided the customer will automatically become a part of the pool for the successive 6 month period.

- 5. Upon the transportation customer's election to become a part of an aggregated supply pool, the customer agrees that its daily volume readings and access to information contained in MGE's Electronic Bulletin Board pertaining to the customer, including historical load information, may be released to the supplier for that pool and upstream pipelines delivering the customer's gas supply service into the MGE system.
- 6. During pipeline operational orders and local distribution curtailments the supplier for the aggregated pool is required to deliver an amount equal to each customer's nomination based on requirements of the order or curtailment. If the supplier fails to actually deliver for each customer the necessary volumes to cover the actual consumption, then penalties will be billed on a prorated basis across all customers in the aggregate pool of that supplier on the basis of their nominations. Penalties will be determined based on actual volumes confirmed by MGE delivered to a delivery location by the upstream pipeline(s).

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Missouri Gas Energy. El Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS **TRPR**

(b) Index Price: The index price shall be determined as the arithmetic average of the first-of-the-month index prices published in Inside F.E.R.C.'s Gas Market Report for the month immediately following the month in which the imbalance occurred, for

> Southern Star Central Gas Pipeline, Inc. f/k/a Williams Gas Pipeline Central Inc. (Texas, Kansas, Oklahoma) (If Inside FERC's Gas Market Report does not publish an index price for Southern Star, then the alternate index price approved by FERC for use by Southern Star Central will be substituted.)

And

Panhandle Eastern Pipe Line Company (Texas and Oklahoma)

- (10)Limitations: If the Company's system capacity is inadequate to meet all of its other demands for sales and transportation service, the services supplied under this schedule may be curtailed in accordance with the Priority of Service rules in the Company's General Terms and Conditions. If a supply deficiency occurs in the volume of gas available to the Company for resale, and the customer's supply delivered to the Company for transportation continues to be available, then the customer may continue to receive full transportation service even though sales gas of the same or higher priority is being curtailed. The determination of system capacity limitations shall be in the sole discretion of the Company reasonably exercised. If capacity limitations restrict the volume of gas which the customer desires to be transported, the customer may request the Company to make reasonable enlargements in its existing facilities, which requests the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the customer. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by the customer. Nothing herein contained shall be construed as obligating the Company to construct any extensions of its facilities.
- (11)Limitation of Transportation Service and Other Charges: Transportation shall be available only where the gas supply contracts, tariffs and schedules under which the Company obtains its gas supplies permit. Any conditions or limitations on transportation by the Company imposed by such contracts, tariffs and schedules shall be applicable to service hereunder. In the event that this transportation service causes the incurrence of demand charges, standby charges, reservation charges. penalties or like charges from the Company's gas suppliers or transporters, which charges are in addition to charges for gas actually received by the Company, such charges shall be billed to the customer in addition to amounts for service rendered hereunder.

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Vice President, Pricing and Regulatory Affairs

Missouri Gas Energy Kansas City, MO. 64111 Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS
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UNAUTHORIZED USE CHARGES

Unauthorized use charges will be assessed to transportation customers for all natural gas volumes taken in excess of customer's authorized gas volumes delivered to a Company's delivery location, for the customer's account, plus any Contract Demand level. Unauthorized use charges will be assessed to transportation customers on a daily basis:

- 1. during times of an MGE curtailment, and/or
- 2. during times of an interstate pipeline interruption or curtailment, and/or
- 3. in the event no nomination exists for such customer (zero nomination).

The Company will bill unauthorized use charges to transportation customers on a daily basis pursuant to this rate schedule, in addition to any upstream penalties assessed directly to the customer by the delivering pipeline, and/or penalties assessed to the Company by the delivering pipeline, which can be directly attributed to unauthorized use by such an output customer(s).

Unauthorized Use Charges

1. \$1.50 for each Ccf of unauthorized use, plus

Public Service Commission
Missouri

- 125% (one-hundred and twenty-five percent) of the currently effective Purchased Gas Adjustment rate, excluding the refund factor, if any, plus
- 3. all interstate pipeline penalties and other charges incurred by the Company which are attributable to a customer's unauthorized use.

All interstate penalties and other charges shall be attributed and assigned ublic to unauthorized use by specific transportation customers. Service Commission

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SHEET No. <u>61.4</u> SHEET No. 61.4

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS TRPR

Third Party Metering: When the gas delivered to the Company for (12)transportation to the customer is delivered through meters which are not owned and operated by the Company or the customer, customer's agent(s) or supplier(s) shall, at the earliest practicable time, but not later than the last day of each month, furnish the Company a statement showing the amount of gas in Ccf or MMBTU per day delivered for the customer's account to the Company during the billing period. The customer, upon request, shall furnish to the Company all charts, or satisfactory copies thereof, or other documentation in the case of electronic metering, upon which the statements provided for above were based. Any original charts furnished shall be returned within thirty days. By accepting natural gas transported hereunder, the customer agrees to maintain records of the volumes of transportation gas delivered to the Company on its account and to permit the Company to inspect such records upon request during the customer's regular business hours.

B. PRIORITY OF SERVICE

(1) Notice: Notice of Operational Flow Orders (OFO's) and Periods of Curtailment shall be provided as far in advance as practicable and prospectively may be changed by Company upon reasonable advance notice as conditions warrant. Where practicable, OFO's will be issued by 12 noon Central time and will be effective the second day after issuance, thereby providing time for Transportation Customers to adjust their nominations in accordance with the OFO. Company may make OFO's effective with a shorter notice if necessary to protect the integrity of its system and/or where such actions are necessary to insure compliance with the requirements of upstream pipeline companies and shall permit Transportation Customers to adjust nominations as necessary to reasonably comply with the OFO.

Notice shall be given to each affected customer by telephone and in writing, in the manner elected by the customer or its agent, including facsimile and electronic mail. Notification of the customer's agent shall fulfill the requirement of this paragraph. During emergency situations, if providing notice to customers by one of the previously identified methods is not practicable, Company may use commercial radio and/or television to notify customers.

MGE will also make every reasonable effort to provide direct notification by electronic or telephonic means to each affected customer.

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SHEET No. 61.4 SHEET No. 61.4

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS TRPR

(12)Third Party Metering: When the gas delivered to the Company for transportation to the customer is delivered through meters which are not owned and operated by the Company or the customer, customer's agent(s) or supplier(s) shall, at the earliest practicable time, but not later than the last day of each month, furnish the Company a statement showing the amount of gas in Ccf or MMBTU per day delivered for the customer's account to the Company during the billing period. The customer, upon request, shall furnish to the Company all charts, or satisfactory copies thereof, or other documentation in the case of electronic metering, upon which the statements provided for above were based. Any original charts furnished shall be returned within thirty days. By accepting natural gas transported hereunder, the customer agrees to maintain records of the volumes of transportation gas delivered to the Company on its account and to permit the Company to inspect such records upon request during the customer's regular business hours.

B. PRIORITY OF SERVICE

- (1) Notice: Notice of critical use periods and periods of curtailment shall be provided as far in advance as practicable and may be changed by Company as conditions warrant. Notice shall be given to each affected customer by telephone or in writing, including facsimile and, with the customer's agreement, electronic mail. Notification of the customer's agent shall fulfill the requirement of this paragraph whenever the customer's usage is aggregated for balancing under Section A-4 Aggregation. During emergency situations, Company may use commercial radio and/or television to notify customers.
- (2) <u>Critical Use Periods</u>: Company may issue an Operational Flow Order (OFO) whenever necessary to instruct customers to control their usage to avoid either Under-Deliveries or Over-Deliveries. The Company will specify in the OFO whether customers are required to avoid Under-Deliveries, Over-Deliveries, or both
 - (a) <u>Standard OFO</u>: A Standard OFO shall require the customer to take preemptive or preventive actions and/or measures in order to neutralize

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Vice President, Pricing and Regulatory Affairs

Missouri Gas Energy Kansas City, MO. 64111

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Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public TRANSPORTATION PROVISIONS Service Commission

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OTHER TERMS AND CONDITIONS

All revenues received from unauthorized use charges will be considered as gas cost recovery and will be used in the development of the gas cost recovery amount during the ACA audit as set forth in the Purchased Gas Adjustment schedule (PGA).

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Missouri Public Service Commission

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Missouri Gas Energy, Kansas City, MO. 64111

Third Revised
Second Revised

SHEET No. <u>62</u> SHEET No. <u>62</u>

Missouri Gas Energy,

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For: All Missouri Service Areas

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Notice of an OFO shall specify the nature of the problem sought to be addressed, the anticipated duration of the required compliance and the parameters of such compliance. Upon termination of an OFO, MGE will post on its website the rationale for lifting that particular OFO.

(2) Operational Flow Orders: Company may issue Operational Flow Orders (OFO's) to Transportation Customers as necessary to protect the integrity of its system or any portion thereof and/or to insure compliance with the requirements of upstream pipeline companies. Any OFO, along with associated conditions and penalties, shall be limited, as practicable to address only the problem(s) giving rise to the need for the OFO. Company may issue notice of an OFO as provided in section (1) above to instruct all customers or agents served through a given pipeline segment, on a distribution system or any portion thereof or any individual agent or customer to control their usage to avoid either Under-Deliveries or Over-Deliveries. The Company will specify in the OFO whether customers or agents are required to avoid Under-Deliveries, Over-Deliveries, or both. Conditions which threaten the integrity of the Company's distribution system may include but are not limited to, exceeding the maximum allowable operating pressure of the distribution system segment, loss of sufficient line pressure to meet distribution system delivery obligations, or other conditions which may cause the Company to be unable to deliver natural gas Conditions relevant to compliance with the consistent with its tariff. requirements of upstream pipelines may include, but are not limited to, 1) situations where relevant Company resources are being used at or near their maximum tariff or contractual limits; and, 2) situations where actions are necessary to comply with a relevant OFO or the functional equivalent of a relevant upstream pipeline OFO, Critical Notice or force majeure. Company's actions with respect to its OFO's shall be reasonable, objective, non-discriminatory and consistent with the General Terms and Conditions for Gas Service, Section 13 Priority of Service. Before issuing an OFO, MGE will attempt to identify specific customers causing the conditions that give rise to the need for the OFO, and attempt to remedy those problems through requests for voluntary action; provided, however, exigent circumstances may exist which require immediate issuance of an OFO.

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ai Division of Southern Union Company

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TRANSPORTATION PROVISIONS **TRPR**

or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system, or to insure compliance with the requirements of upstream pipeline companies.

- (b) Emergency OFO: An Emergency OFO shall require the customer to take immediate actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system, or to insure compliance with the requirements of upstream pipeline companies.
- (c) Authorized Usage: A transportation service customer's authorized usage during an OFO shall be equal to that customer's retainageadjusted confirmed nomination.
- (d) Interrupted Supply: Whenever a transportation service customer's supply is partially or totally interrupted for any reason, that customer's authorized usage shall be limited to the retainageadjusted confirmed nomination being delivered to Company on behalf of that customer.
- (e) Curtailment of Transportation Service: A transportation service customer shall not be required to curtail as long as the customer's gas is delivered to Company's delivery system and the Company's system capacity is adequate to meet all of its other demands for sales and transportation service as provided in Section A(10) Limitations.
- (3) Period of Curtailment: Consistent with the provisions of Section A(10) Limitations, curtailment may be initiated due to a supply deficiency or limitation of pipeline capacity or a combination of both. Company may require its sales service and transportation service customers to limit, in whole or in part, their use of Company's facilities during a Period of Curtailment (POC), taking into consideration priority of use or other factors it deems necessary to ensure public health and safety.
 - (a) Authorized Usage: Company shall, at its sole discretion, authorize customers a usage level which is appropriate to the conditions of the POC.
 - (b) Curtailment Priority: Curtailment shall first apply to the lowest priority category (Category Three) and successively to each higher priority

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Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public TRANSPORTATION PROVISIONS Service Commission TRPR

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QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION

- The gas delivered by a producer, supplier or pipeline to the Company for 1. transportation to the customer shall conform to the standards prescribed in the Company's applicable rate schedules and General Terms and Conditions and shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is used. Additionally, it shall conform to the following specifications:
 - a. The gas shall not contain more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet nor more than twenty (20) grains of total sulfur per hundred (100) cubic feet;
 - The temperature of the gas shall not exceed 70 degrees Fahrenheit;

- c. The gas shall not contain more than seven (7) pounds of water vapor per 10,000 Ccf; 2 NOV 0 1 2003
- d. The gas shall not contain more than two percent (2%) by volume carbon dioxide nor more than one percent (1%) by volume oxygen; blic Service Commission
- e. The delivery pressure shall be sufficient to permit entry of the gas into the distribution system of the Company but shall not exceed the Maximum Allowable Operating Pressure of the Company's downstream facilities; and
- f. The BTU content of the customer's gas as may be received by the Company from an existing supply source connected to the Company shall be no less than that normally provided or currently flowing from such source nor shall it be less than as provided for in an existing Company system supply contract from such source.
- 2. The Company shall have the right to refuse to accept for transportation any gas not meeting its requirements for gas quality herein described

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Missouri Gas Energi a Division of South	ypublic mroi船を配mpany	ForAll N	⁄lissouri Service Areas
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1. The gas transport Companiat all time the Comforeign mand other proper of the Companian of the Companian of the companian of the comproper of the Companian of the comproper of the companian o	delivered by a protation to the customy's applicable rate so es be merchantable gany to which the ganaterials such as dirt, or impurities which meration of pipelines, or is used. Additional The gas shall not oper one hundred (1 total sulphur per him total sulphur	oducer, supplier or piper shall conform to the hedules and General Tergas of a quality otherwises is being delivered. Such dust, gums, iron particle ight render it unmerchameters, regulators or of ally, it shall conform to the contain more than one (00) cubic feet undred (100) cubic feet for the gas shall not excession more than sever contain more than sever contain more than one percent ure shall be sufficient to extern of the Company	Public Service Commission standards prescribed in the standards prescribed in the sms and Conditions and shall be required for the system of chigas shall be free from any les, water, entrained liquids, antable or interfere with the ther facilities through which the following specifications: 1) grain of hydrogen sulfide than twenty (20) grains of the entrained liquids, and the following specifications: 1) grain of hydrogen sulfide than twenty (20) grains of the company of the gas into your but shall not exceed the the Company's downstream

f. The BTU content of the customer's gas as may be received by the Company from an existing supply source connected to the Company shall be no less than that normally provided or currently flowing from such source nor shall it be less than as provided for in an existing Company system supply contract from such source.

Vice President, Rates and Regulatory Affairs

2. The Company shall have the right to refuse to accept for transportation any gas not meeting its requirements for gas quality herein descriped. 1 1994

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Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS TRPR

- (a) <u>Standard OFO</u>: A Standard OFO shall require the customer to take, during a period specified by the company, preemptive or preventive actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system or as necessary to insure compliance with the requirements of upstream pipeline companies.
- (b) Emergency OFO: An Emergency OFO shall require the customer to take immediate actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system or as necessary to insure compliance with the requirements of upstream pipeline companies.
- (c) <u>Authorized Usage</u>: A transportation service customer's authorized usage during an OFO shall be equal to that customer's daily retainage-adjusted confirmed nomination in MMBtus.
- (d) Interrupted Supply: On any day on which a transportation service customer's supply is partially or totally interrupted for any reason, that customer's authorized usage shall be limited to the retainage-adjusted confirmed nomination in MMBtus being delivered to Company on behalf of that customer.
- (e) MGE will not apply an OFO penalty to a Transportation Customer whose conduct during an OFO is compliant with the OFO or MGE directives.
- (f) <u>Curtailment of Transportation Service</u>: A transportation service customer shall not be required to curtail as long as the customer's gas is delivered to Company's delivery system and the Company's system capacity is adequate to make deliveries as provided in Section A-10, Limitations.
- (3) Period of Curtailment: Consistent with the provisions of Section A(10) <u>Limitations</u>, curtailment may be initiated due to a supply deficiency or limitation of pipeline capacity or a combination of both. Company may require its sales service and transportation service customers to limit, in whole or in part, their use of Company's facilities during a Period of Curtailment (POC), taking into consideration priority of use or other factors it deems necessary to ensure public health and safety.
 - (a) <u>Authorized Usage</u>: Company shall, at its sole discretion, authorize customers a usage level which is appropriate to the conditions of the POC.
 - (b) <u>Curtailment Priority</u>: Curtailment shall first apply to the lowest priority category (Category Three) and successively to each higher priority

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Missouri Gas Energy, Kansas City, MO 64111

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS TRPR

category as required. The categories to be used by Company to allocate available service, listed from highest to lowest priority, are:

(i) For an MGE Sales Service Supply Deficiency

(a) Category 1.

Sales service to residential customers, public housing authorities, public schools, hospitals, and other human needs customers receiving firm sales service from the Company

(b) Category 2.

Commercial sales service

(c) Category 3.

Industrial sales service

(ii) For an MGE Distribution System Capacity Deficiency

(a) Category 1.

Sales or transportation service to residential customers, public housing authorities, public schools, hospitals, and other human needs customers receiving firm sales service from the Company

(b) Category 2.

Commercial sales service and commercial transportation service

(c) Category 3.

Industrial sales service and industrial transportation service

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Missouri Gas Energy Kansas City, MO. 64111

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3.	is not currentl directly into Co the determina interconnectio also contingen such producer setting forth the	y delivering gas tompany facilities, intion of the quants. However, the tupon the executor pipeline whicheterms of intercent	e purchase of gas for the Company and the customer will be lity of gas being a Company's obligation of an agreement the Company stronnection, quality	rom a producer or pipeline who nd such gas is to be delivered pear all expense connected with g delivered and any required gation to transport such gas is ent between the Company and hall not unreasonably withhold a standards, and the respective ne in connection with deliveries
4.	requirements :	shall not obligate customer's obliga	the Company to c	meeting the applicable quality ontinue such receipts, nor shall meeting the specifications set
5.	the heat conte time of deliver points will var contained sha	ent available in its ry. It is recogniz ry from point to all be construed is facilities to achie	s system at the pa ed that the heat o point and from tir as obligating the	comer by the Company shall be articular point of delivery at the content at the various delivery me to time and nothing hereing Company to alter the usual prescribed heating value at any
6.		into account sys	· · · · · · · · · · · · · · · · · · ·	agreed upon from time to time stomer requirements, and other
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Nissouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS TRPR

- (c) Exception to Curtailment Priority: Company may curtail customers in higher priority categories before curtailing customers in lower priority categories only if curtailing lower priority category customers would not be useful in maintaining deliveries to the higher priority customers.
- (d) Allocation of Partial Capacity: 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 the Company's customers in the same category.
- (e) Emergency Usage during POCs: A customer may request to use gas above authorized levels to forestall irreparable injury to life or property. Requests by telephone shall be followed immediately by a written request. Written requests shall state the nature, cause, and expected duration of the emergency and may be submitted by facsimile (fax) transmission. The customer must act to eliminate the cause of the emergency as soon as practicable. The charge for usage above authorized levels shall be determined at the time Company receives the customer's request. Disputes concerning this charge shall be referred to the Commission for resolution.
- (f) 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 a customer or group of customers during a POC. Company's relief shall apply if curtailment is according to these General Terms and Conditions or any other orders or directives of duly constituted authorities including, but not limited to, the Missouri Public Service Commission.

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Vice President, Pricing and Regulatory Affairs

Missouri Gas Energy Kansas City, MO. 64111

P.S.C.MO. No. 1 Original SHEET No. (иО. No. <u>1</u>	<u>Original</u>	SHEET No	64
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Missouri G	Gas Energy,		
a Division	of Southern Union Company	For <u>All</u>	Missouri Service Areas
	Transportatio	n Provisions	_ RECEIVED
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res	volumes of natural gas transported pect to the gas tendered for transported the customer.	hereunder shall rtation to the Co	be thermally balanced with mpany and the gas delivered
1.	For transportation gas received into the heat content of the gas tendere cubic foot of all gas received from system.	ed shall be the he	at content stated in BTU per
2.	The heat content of the natural gas calculated for each billing period as		customer hereunder shall be
<u>.</u>	a. On Company's distribution syst the heat content of natural gas content of the gas delivered by	stated in BTU pe	r cubic foot shall be the heat
	For customers transporting all pipeline into a distribution system contents of customers' gas we transporting pipeline.	stem served by	multiple pipelines, the BTU
	For customers transporting gas systems served by multiple pip customers shall be calculated transporting pipeline multiplie transportation gas.	pelines, the heat utilizing the B1	content of gas delivered to TU per cubic foot for each
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F. Jay Cummings

P.S.C. MO. No.1
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Second Revised First Revised SHEET No. <u>65</u> SHEET No. 65

Missouri Gas Energy,

<u>a Division of Southern Union Company</u>

Name of Issuing Corporation

For: All Missouri Service Areas

Community, Town or City

TRANSPORTATION PROVISIONS TRPR

- (4) <u>Unauthorized Deliveries</u>: Over-Deliveries and/or Under-Deliveries which vary from customer's authorized usage level under an OFO or during a POC, shall be subject to the penalties described in Section B-5 <u>Penalties for Unauthorized Usage</u>.
 - (a) <u>Individual Customers</u>: Unauthorized Deliveries for individually balanced customers shall be calculated by comparing each customer's retainage-adjusted confirmed nominations with actual usage less contract demand.
 - (b) <u>Pools</u>: Unauthorized Deliveries for pools subject to aggregated balancing as defined under Section A-4 <u>Aggregation</u>, shall be calculated by comparing the group members' total retainage-adjusted confirmed nominations with their total actual usage less contract demand.
 - (c) Meter Reading: Actual usage during an OFO shall normally be provided by electronic gas measurement (EGM) equipment. If Company is unable to obtain data from a customer's EGM device, the customer's usage shall be determined by actual meter reads.
 - (d) <u>Refusal to Comply</u>: Company may disconnect from its system or refuse to accept the nomination of a customer which endangers system stability and/or safety by continuing to incur Unauthorized Deliveries.
- (5) Penalties for Unauthorized Usage: A customer or pool's unauthorized usage under an OFO or during a POC shall cause the incurrence of penalties. All revenues received from unauthorized use charges will be considered as gas cost recovery and will be used in the development of the gas cost recovery

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SHEET No. 65 SHEET No. 65

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

All Missouri Service Areas --- Community, Town or City

TRANSPORTATION PROVISIONS **TRPR** Public Revine Commission

THERMAL BALANCING (continued)

b. If additional BTU measurement is required by the Company or the customer, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For customers requesting the installation of BTU measurement equipment hereunder, thermal balancing shall be performed on the basis of such measurement for a minimum period of twelve consecutive months following such installation. In all cases where BTU measurement devices requiring periodic or continuous sampling of the gas are to be installed, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the heat content of the gas.

PRIORITY OF SERVICE

The Company's obligation to transport a customer's gas shall be as follows:

If the Company's system capacity is inadequate to meet all of its other demands for sales and transportation service, the services supplied under this schedule will be curtailed in accordance with the Priority of Service rules in the Company's General Terms and Conditions.

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Public Service Commission

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

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	company shall and cause the same requesting the balancing shall period of twelve where BTU meagas are to be in reasonably calc	U measurement is red determine the type at ame to be installed at installation of BTU n be performed on the re consecutive mont asurement devices red installed, the custome ulated to reimburse th	nd location of such the customer's some asurement equined basis of such method such the following such the company for its	MISSOURI Than Service Stomer, the repair of the expense. For customers in the property of the casurement for a minimum h installation. In all cases continuous sampling of the ompany a monthly charge operating expenses related
	the heat conter Service e Company's ob If the Company	nt of the gas. ligation to transport a	a customer's gas s inadequate to me	eet all of its other demands
2.	be curtailed in General Terms For Panhandle	accordance with the and Conditions. Eastern customers, i	Priority of Services f a supply deficie	lied under this schedule will ce rules in the Company's ncy occurs in the volumes tomer and sales gas of the
	same priority is in lieu of transp			to be served sales volumes
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SHEET No. 66 SHEET No. 66

Missouri Gas Energy,

<u>a Division of Southern Union Company</u>

Name of Issuing Corporation

For: All Missouri Service Areas
Community, Town or City

TRANSPORTATION PROVISIONS TRPR

amount during the ACA audit as set forth in the Purchased Gas Adjustment schedule (PGA).

- (a) Tolerance Levels: Penalties shall be assessed:
 - (i) During an OFO or POC, when Unauthorized Over- Deliveries to EGM meters exceed 5% of authorized daily delivery levels.
 - (ii) During an OFO, when Unauthorized Under-Deliveries to EGM meters exceed 5% of authorized daily delivery levels.
- (b) Penalties during POCs shall be:
 - (i) The greater of \$10 or 5 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) for each day of the POC, for each MMbtu of Unauthorized Over Delivery that exceeds the Tolerance Levels set in Section B-5-a <u>Tolerance Levels</u> but is no greater than 10% of the authorized delivery level for the customer or the aggregated balancing group, and
 - (ii) The greater of \$20 or 10 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) for each day of the POC, for each MMbtu of Unauthorized Over Delivery in excess of 10% of the authorized delivery level for the customer or the aggregated balancing group.
- (c) <u>Penalties during OFOs</u>: Penalties for Unauthorized Over-deliveries or Under-deliveries shall be calculated as follows:
 - (i) Standard OFO Penalties: For each day of the Standard OFO, the greater of \$5 or 2½ times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) times the MMBtu of Unauthorized Over- or Under-deliveries that exceed the tolerance level applicable under Section B-5-a Tolerance Levels.
 - (ii) POC and Emergency OFO Penalties: For each day of the POC or Emergency OFO, the greater of \$10 or 5 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) time the MMBtu of Unauthorized Over-or

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Vice President, Pricing and Regulatory Affairs

Missouri Gas Energy Kansas City, MO. 64111

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September 1, 2013

Missouri Public

Service Commission
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SHEET No. 66 SHEET No. 66

Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

Missouri Service Areas Community, Town or City

TRANSPORTATION PROVISIONS

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PRIORITY OF SERVICE (continued)

2. If a supply deficiency occurs in the volume of gas available to the Company SIfor resale, and the customer's supply delivered to the Company for transportation continues to be available, then the customer may continue to receive full transportation service even though sales gas of the same or higher priority is being curtailed.

The determination of system capacity limitations shall be in the sole discretion of the Company reasonably exercised. If capacity limitations restrict the volume of gas which the customer desires to be transported, the customer may request the Company to make reasonable enlargements in its existing facilities, which requests the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the customer. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by the customer. Nothing herein contained shall be construed as obligating the Company to construct any extensions of its facilities.

RESPONSIBILITY FOR TRANSPORTED GAS

- 1. By accepting natural gas transported hereunder, the customer warrants the gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances and shall indemnify and save the Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas.
- The Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to delivery into the facilities of the Company or after redelivery to the customer.
- 3. By accepting natural gas transported hereunder, it is understood and agreed by the customer that ownership of transported volumes will at all times remain. vested in the customer.

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Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

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Missouri Gas Energy,

a Division of Southern Union Company

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Transportation Provisions

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Priority of Service (continued)

MISSOURI Public Service Commission

3. If a supply deficiency occurs in the volume of gas available to the Company for resale, and the customer's supply delivered to the Company for transportation continues to be available, then the customer may continue to receive full transportation service even though sales gas of the same or higher priority is being curtailed.

The determination of system capacity limitations shall be in the sole discretion of the Company reasonably exercised. If capacity limitations restrict the volume of gas which the customer desires to be transported, the customer may request the Company to make reasonable enlargements in its existing facilities, which requests the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the customer. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by the customer. Nothing herein contained shall be construed as obligating the Company to construct any extensions of its facilities.

Responsibility for Transported Gas

- 1. By accepting natural gas transported hereunder, the customer warrants the gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances and shall indemnify and save the Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas.
- The Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to delivery into the facilities of the Company or after redelivery to the customer.
- 3. By accepting natural gas transported hereunder, it is understood and agreed by the customer that ownership of transported volumes will at all times remain vested in the customer.

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Second Revised First Revised SHEET No. <u>67</u> SHEET No. <u>67</u>

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS TRPR

Under-deliveries that exceed the tolerance level applicable under Section B-5-a Tolerance Levels.

(d) Responsibility for Payment: Unauthorized Over- or Under-Delivery Penalties for individually balanced customers shall be billed to and collected from the applicable customer. Unauthorized Over- or Under- Delivery Penalties for pools shall be billed to and collected from the agent representing the aggregated customers. Customers will continue to have ultimate responsibility for all charges on the account.

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Missouri Gas Energy

Kansas City, MO. 64111

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SHEET No. 67 SHEET No. 67

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS Service Commission

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THIRD PARTY METERING

- When the gas delivered to the Company for transportation to the customer is delivered through meters which are not owned and operated by the Company or the customer, customer's agent(s) or supplier(s) shall, at the earliest practicable time, but not later than the last day of each month, furnish the Company a statement showing the amount of gas in Ccf or MMBTU per day delivered for the customer's account to the Company during the billing period.
- The customer, upon request, shall furnish to the Company all charts, or satisfactory copies thereof, or other documentation in the case of electronic metering, upon which the statements provided for above were based. Any original charts furnished shall be returned within thirty days.
- 3. By accepting natural gas transported hereunder, the customer agrees to maintain records of the volumes of transportation gas delivered to the Company on its account and to permit the Company to inspect such records upon request during the customer's regular business hours.

TERMINATION OF SERVICE

Applicable to Panhandle Eastern Customers

Public Service Commission

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Deliveries and redeliveries of gas hereunder shall be brought into balance before the beautiful and the the beautiful an 60 days of the termination of service under this schedule. Should the customer fail to take redelivery of gas delivered to the Company for its account within such 60-day period, the Company shall not be obligated to redeliver such gas unless the customer agrees to pay the Company the costs of acquiring such gas that are in excess of the Company's gas costs during such 60-day period. In the event deliveries by the Company to the customer are curtailed or interrupted at any time within such 60 days, the time during which the customer may eliminate such imbalance will be extended by a period equal to the period of such curtailment or interruption. Missouri Public

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Missouri Gas Energy, Kansas City, MO. 64111

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deli the time stat	vered through meters wh customer, customer's ag e, but not later than the	ich are not owned an gent(s) or supplier(s) of a last day of each m int of gas in MCF or M	nsportation to the customer is and operated by the Company or shall, at the earliest practicable nonth, furnish the Company a IMBTU per day delivered for the billing period.
sati met	sfactory copies thereof,	or other documents statements provided	the Company all charts, or ation in the case of electronic for above were based. Any thirty days.
rece acc	ords of the volumes of t	ransportation gas de ompany to inspect su	he customer agrees to maintain livered to the Company on its ch records upon request during
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days of the termination of service under this schedule. Should the customer fail to take redelivery of gas delivered to the Company for its account within such 60-day period, the Company shall not be obligated to redeliver such gas unless the customer agrees to pay the Company the costs of acquiring such gas that are in excess of the Company's gas costs during such 60-day period. In the event deliveries by the Company to the customer are curtailed or interrupted at any time within such 60 days, the time during which the customer may eliminate such imbalance will be extended by a period equal to Missacour b Fauthicurtailment or interruption.
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Missouri Gas Energy, a Division of Southern Union Company Name of Issuing Corporation

For: All Missouri Service Areas Community, Town or City

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Missouri Gas Energy

Missouri Gas Energy,

a Division of Southern Union Company	For	All Missouri Service Areas
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System Supply Emergency

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Public Service Commission

In the event of a system supply emergency in which the supply of natural gas available to the Company in any area is less than the amount required to meet the demands of its sales customers in that area which are classified by the Company's Priority of Service Rules into priority category one and that part of category two as to which the unavailability of natural gas will imperil human life or health, the Company may defer delivery of the customer's gas received (deferred gas) for a period not to exceed ten days or as soon thereafter as the Company is able to obtain replacement gas for delivery to the customer. The Company shall reimburse the customer for the amount per MMBTU by which the applicable price of number 6 fuel oil published by the Federal Energy Regulatory Commission pursuant to 18 CFR Sec. 282.404, or the published price for such other alternative fuel ordinarily used by the customer to replace natural gas, as set forth by contract, that exceeds the delivered cost to the customer of the deferred gas for the deferment period (inclusive of all transportation and other charges), provided that such deferred gas would not otherwise have been curtailed pursuant to the curtailment rules of the Company, applicable to the customer during the system supply emergency. Such reimbursement shall be accounted for by the Company as a purchased gas expense. The Company shall use its best efforts to notify the customer 24 hours in advance of any such deferral, but shall not be liable for failure to give such advance notice when circumstances do not permit. The Company shall not impose any storage charge upon the customer for deferral of gas pursuant to this paragraph.

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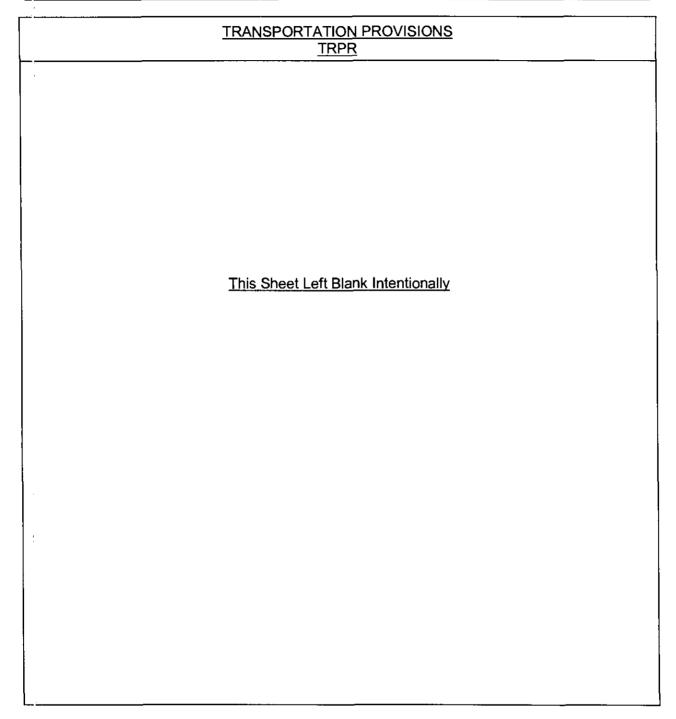
Vice President, Rates and Regulatory Affairs

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SHEET No. 69 SHEET No. 69

Missouri Gas Energy, a.Division of Southern Union Company

For: All Missouri Service Areas



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Missouri Gas Energy

Kansas City, MO. 64111

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First Revised Original SHEET No. 70 SHEET No. 70

Missouri Gas Energy,

a Division of Southern Union Company

For: All Missouri Service Areas

ELECTRONIC GAS MEASUREMENT EQUIPMENT EGM

APPLICABLE

EGM equipment will be required for natural gas service supplied to large volume transportation customers. EGM equipment will be required on all meters necessary to record 100% of the customer's annual natural gas usage at customer's location.

For safety, billing, and efficiency-related reasons, the Company will install, own and operate all EGM equipment. Such equipment will provide for the on-site measurement of natural gas consumed by the customer. Company agrees to provide a data link or contact closure from the Company's EGM equipment to the customer at the meter site so customer can receive data in the same fashion that is available to the Company. At the customer's request, Company will inspect and evaluate customer's connection to the Company-owned EGM equipment during normal Company working hours. The Company will also provide and bill customer the actual cost for any requested assistance beyond maintenance to the Company EGM equipment connection.

The customer is required to provide adequate space for the installation of the EGM equipment and shall provide and maintain, at its cost, electric power and telephone circuitry according to Company EGM standards. Electric power and telephone connection locations shall be mutually agreed to by Company and customer. Failure to provide power and telephone will be considered non-compliance with the EGM obligation and transportation service will be terminated within 30 days written notice to the customer. The customer will be placed into appropriate rate schedule based on annual consumption. A minimum of 12 months must pass for the customer to again qualify for the transportation service. The customer will also be required to comply with the EGM requirements before being moved to the transportation rate schedule.

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Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

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SHEET No.___ 70

Missouri Gas Energy,

a Division of Southern Union Company

For

All Missouri Service Areas

ELECTRONIC GAS MEASUREMENT EQUIPMENT CENTED

EGM

JAN - 7 1994

AVAILABLE

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Electronic Gas Measurement equipment (EGM) is available to all transport customers on the Company's existing distribution facilities located in the communities specified in the Index, under the terms below.

APPLICABLE

EGM equipment will be required for natural gas service supplied to large volume transportation customers whose natural gas requirements at a single address or location exceed 1,500 MCF in any one month of a 12 month billing period. During the first year of EGM installation, the Company will not install EGM equipment on customers with peak monthly usage under 3,000 MCF unless requested by the customer. EGM equipment will be required on all meters necessary to record at least 90% of the customer's annual natural gas usage at customer's location.

For safety, billing, and efficiency-related reasons, the Company will install and operate all EGM equipment. Such equipment will provide for the on-site measurement of natural gas consumed by Customer. Company agrees to provide a data link or contact closure from the Company's EGM equipment to the Customer at the meter site so customer can receive data in the same fashion that is available to the Company. At the customers request, Company will inspect and evaluate customer's connection to the Company-owned EGM equipment during normal Company working hours. The Company will also provide and bill customer the actual cost for any requested assistance beyond maintenance to the Company EGM equipment connection.

The customer is required to provide adequate space for the installation of the EGM equipment and shall provide and maintain, at its cost, electric power and telephone circuitry according to Company EGM standards. Electric power and telephone connection locations shall be mutually agreed to by Company and Customer.

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SHEET No. 71 SHEET No. 71

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

ELECTRONIC GAS MEASUREMENT EQUIPMENT EGM

EGM CHARGES

Customer shall reimburse Company for the installed cost of EGM equipment not to exceed the cost as set out below and pay a monthly fee for the operations and maintenance as set out below.

Equipment Charges

Per Meter Site (includes one instrument point), plus applicable income taxes: \$5,000

Each additional Instrument Point (maximum of three additional at same meter site), plus applicable income taxes: \$2,000

An additional charge of \$3,000 plus applicable income taxes will be assessed to customers served by orifice meters due to the complexity of the installation.

Charges shall be assessed in a non-discriminatory manner for customers with similar meter characteristics and EGM equipment requirements.

Monthly Charge

The customer shall pay for the operation and maintenance of the EGM equipment through a monthly facilities charge of \$25 for each EGM device installed beginning at the time of installation.

DEFINITIONS

Meter Site:

A gas metering facility that serves a single or multiple contiguous meter runs at one location. Meters must be within a 50 foot radius to be considered contiguous.

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				Missouri Gas Energy	, Kansas	City, MO	64111

Missouri Gas Energy, a Division of Southern Union Company	ForAll Missouri Service Areas
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EGM CHARGES	MISSOURI Public Service Commission
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Equipment Charges	I
Per Meter Site (includes one instru plus applicable income taxes:	ment point), \$5,000
Each additional Instrument Point (maximum of three additional at sapplicable income taxes:	ime meter site), \$2,000
•	is applicable income taxes will be assessed to s due to the complexity of the installation.
Charges shall be assessed in a no similar meter characteristics and E	on-discriminatory manner for customers with GM equipment requirements.
Monthly Charge	
	ration and maintenance of the EGM equipment ge. of \$25; fet pach EGM device installed Price Commission
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Meter Site:	oy 1st RW-Sht. 11 FII FD
	ngle or multiple contiguous meter runs at one foot radius to be considered configurations. 94 - 40 MO. PUBLIC SERVICE COMM.
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Original

SHEET No.____71____

P.S.C.MO. No. __1__

F. Jay Cummings

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

ELECTRONIC GAS MEASUREMENT EQUIPMENT EGM

<u>DEFINITIONS</u> (continued)

Instrument Point:

A metering device which provides a record of the flow of natural gas into the Customer's premises. There may be multiple instrument points at a single meter site.

OTHER PROVISIONS

Company will endeavor to coordinate the installation of all facilities required herein with customer as soon as practicable following the effective date of this tariff. Company will permit customer to finance the EGM equipment over a three (3) year period at 8% per annum.

In the event that the EGM equipment should fail, mechanical uncorrected readings will be used, except for Orifice meter installations where historical data will be used to estimate billing data as provided in Section 7.04 of the Company's General Terms and Conditions.

Customer shall hold Company harmless from all claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the EGM equipment or Customer connection and other necessary equipment to serve the Customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of the Company or its accredited personnel.

DATE OF ISSUE January 7 1994 month day year

DATE EFFECTIVE

February month 1994 v year

ISSUED BY

Vice President, Rates and Regulatory Affairs

Missouri Gas Energy Kansas City, MO. 64111 Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

ELECTRONIC GAS MEASUREMENT EQUIPMENT EGM

<u>DEFINITIONS</u> (continued)

Instrument Point:

A metering device which provides a record of the flow of natural gas into the Customer's premises. There may be multiple instrument points at a single meter site.

OTHER PROVISIONS

Company will endeavor to coordinate the installation of all facilities required herein with customer as soon as practicable following the effective date of this tariff. Company will permit customer to finance the EGM equipment over a three (3) year period at 8% per annum.

In the event that the EGM equipment should fail, mechanical uncorrected readings will be used, except for Orifice meter installations where historical data will be used to estimate billing data as provided in Section 7.04 of the Company's General Terms and Conditions.

Customer shall hold Company harmless from all claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the EGM equipment or Customer connection and other necessary equipment to serve the Customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of the Company or its accredited personnel.

DATE OF ISSUE January 7 1994 month day year DATE EFFECTIVE

February month 1994 ay year

ISSUED BY

Vice President, Rates and Regulatory Affairs

F. Jay Cummings

Missouri Gas Energy Kansas City, MO. 64111

Missouri Gas Energy, <u>a Division of Southern Union Company</u>					<u>Fo</u>	r: All Missour	i Service	Areas	
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DATE OF ISSUE	January month	7 day	1994 year	[DATE EF	FECTIVE	February month	1 day	1994 year
ISSUED BY		<i>j</i>	,		Vice F	resident.	Rates and Re	-	
	F. Jay Cı	ımmin	igs				Misso Kansas C	uri Gas E	Energy

First Revised Original SHEET No. 72 SHEET No. 72

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

ECONOMIC DEVELOPMENT RIDER EDG

PURPOSE

The purpose of this Economic Development Rider is to encourage industrial development in Missouri.

AVAILABILITY

Service under this rider is available to industrial customers qualified to receive service under the Company's contract rate schedule for Large Volume customers and as further set forth herein.

APPLICABLE

Upon election of the customer and acceptance by the Company, the provisions of this rider are applicable to new industrial customers qualified to receive service under the Company's Large Volume rate schedule and to the added consumption of existing industrial customers who have been served under the Large Volume rate schedule or its predecessor, the Large Industrial rate schedule for the twelve months prior to customer's election of this rider (the base period).

All sales or transportation volumes delivered to new customers shall be considered qualified volumes with respect to the incentive provisions of this rider. For existing customers, qualified volumes shall be the sales or transportation volumes delivered during each contract year in excess of the base period volumes, provided customer's annual natural gas requirement in each contract year exceeds the base period requirement by at least 300,000 Ccf.

All requests for service under this rider will be considered by the Company; however, in no event shall any provision of this rider apply to a customer's consumption for a period prior to the date the Company accepts the customer's application hereunder. If a qualifying customer's use of natural gas subsequently becomes insufficient to meet the requirements of this rider or the Company's contract rate schedule for Large Volume customers, the incentive provisions contained herein shall cease and the customer will be served under the applicable rate schedule for such reduced requirements.

DATE OF ISSUE August 28 1998 DATE EFFECTIVE September 02 1998 month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

P.S.C.MO. No1	<u>Original</u>	SHEET No. 72
Missouri Gas Energy,	For All I	Missaud Camina Arasa
a Division of Southern Union Company	For All I	Missouri Service Areas
	velopment Rider	RECEIVED
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19 BM - 34		MISSOURI
PURPOSE	⊃ut	NICSOUTH NICSONICS Commission
The purpose of this Economic De development in Missouri.	evelopment Rider	is to encourage industrial
AVAILABILITY		
Service under this rider is available to under the Company's contract rate further set forth herein.		•
APPLICABLE		
Upon election of the customer and ac rider are applicable to new industrial Company's Large Volume rate schedindustrial customers who have been its predecessor, the Large Industrial customer's election of this rider (the	customers qualified dule and to the add served under the La I rate schedule for	to receive service under the ded consumption of existing arge Volume rate schedule or
All sales or transportation volumes of qualified volumes with respect to the customers, qualified volumes shall be during each contract year in excess of annual natural gas requirement in requirement by at least 30,000 MCF	e incentive provision be the sales or trans of the base period vo each contract yea	ns of this rider. For existing sportation volumes delivered plumes, provided customer's
All requests for service under this ride in no event shall any provision of the aperiod prior to the date the Compan	his rider apply to a	customer's consumption for

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February month day year month day year

If a qualifying customer's use of natural gas subsequently becomes insufficient to meet the requirements of this rider or the Company's contract rate schedule for Large Volume customers, the incentive provisions contained herein shall cease and the customer will be served under the applicable rate schedule for such reduced

ISSUED BY

Vice President, Rates and Regulatory Affairs

requirements.

First Revised Original SHEET No. 73 SHEET No. 73

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

ECONOMIC DEVELOPMENT RIDER EDG

INCENTIVE PROVISIONS

The contract for service hereunder shall begin on the date the Company accepts the customer's application and shall continue for a period of five years. Customers receiving service under this rider shall be billed at the standard rates and charges for large volume customers as adjusted by the following incentive provisions:

- 1. Rate Discount: With respect to the qualified volumes, the commodity margin of the sales or transportation rate will be discounted by 30% during the first contract year, 25% during the second contract year, 20% during the third contract year, 15% during the fourth contract year, and 10% during the fifth contract year. After the fifth contract year, this incentive provision shall cease.
- 2. Minimum Bill: The provision of the Large Volume rate schedule which establishes the minimum bill as the monthly customer charge will be waived during the first five contract years. Other minimum charges, if any, shall continue to be applicable. After the fifth contract year, this incentive provision shall cease.
- 3. Local Service Facilities: The Company will install standard facilities to serve the customer at its own cost if the Company's analysis of expected revenues from the new or expanded load on an ongoing basis calculated at the standard rates and charges for Large Volume customers is determined to be sufficient to justify the investment in the facilities.

The total dollar amount of the incentives provided under this rider shall not exceed one percent (1%) of the Company's jurisdictional gross revenues during each calendar year; provided, however, the Company shall have the right at any time and for good cause shown to seek a modification of this limitation upon application to the Commission.

DATE OF ISSUE <u>January 30 1997</u> DATE EFFECTIVE <u>February 1 1997</u> month day year month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

P.S.C.MO. No.	1	Original
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SHEET No. 73

Missouri Gas Energy.

a Division of Southern Union Company	For	All Missouri Service Areas
Economic De	velopment I	Rider KEGEIVED

EDG

JAN - 7 1994

INCENTIVE PROVISIONS

MISSOURI Public Service Commission

The contract for service hereunder shall begin on the date the Company accepts the customer's application and shall continue for a period of five years. Customers receiving service under this rider shall be billed at the standard rates and charges for large volume customers as adjusted by the following incentive provisions:

- Rate Discount: With respect to the qualified volumes, the commodity margin of the sales or transportation rate will be discounted by 50% during the first contract year, 40% during the second contract year, 30% during the third contract year, 20% during the fourth contract year, and 10% during the fifth contract year. After the fifth contract year, this incentive provision shall cease.
- 2. Minimum Bill: The provision of the Large Volume rate schedule which establishes the minimum bill as the monthly customer charge will be waived during the first five contract years. Other minimum charges, if any, shall continue to be applicable. After the fifth contract year, this incentive provision shall cease.
- 3. Local Service Facilities: The Company will not require a contribution in aid of construction for standard facilities installed to serve the customer if the Company's analysis of expected revenues from the new or expanded load on an ongoing basis calculated at the standard rates and charges for Large Volume customers is determined to be sufficient to justify the investment in the facilities.

The total dollar amount of the incentives provided under this rider shall not exceed one percent (1%) of the Company's jurisdictional gross revenues during each calendar year, provided; however, the Company shall have the right at any time and for good cause shown to seek a modification of this limitation upon application to the Commission.

CANCELLED

FFB 1 1997

1st RS 73 Public Service Commission FILED

DATE OF ISSUE January **DATE EFFECTIVE February** 1994 <u> 1994</u> month day year month day vear

ISSUED BY

Vice President, Rates and Regulatory Affairs

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

ECONOMIC DEVELOPMENT RIDER EDG

TERM

Upon application by the Company and approval of the Commission, this rider may be frozen with respect to new or expanded loads. Any customer receiving service under the rider on the date it is frozen may continue to receive the benefits of the incentive provisions herein through the first five years of such customer's contract provided the customer continues to meet the requirements of this rider.

REPORTING

During the term of this rider the Company will prepare and submit a semi-annual report to the Commission listing the names and locations of customers receiving service hereunder and a statement of incentives provided to each customer during the reporting period. The report will also describe the basis used to qualify each customer added to the Company's economic development program during the reporting period.

OTHER

Prior to any determination of the Company's revenue requirement for rate making purposes before the Commission, test year revenues shall first be adjusted to the level corresponding to that which would be produced under the standard Large Volume contract rate schedule with respect to the customers qualified for service hereunder.

DATE OF ISSUE January DATE EFFECTIVE 1994 month year month

February

1994 year

ISSUED BY

Vice President, Rates and Regulatory Affairs

F. Jay Cummings

Missouri Gas Eneral Division of South	rgy, <u>nern Union</u>	Comp	<u>oany</u>				For:	All Missouri	<u>Service</u>	<u>Areas</u>
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DATE OF ISSUE	January month	7 day	1994 year		DATE	EFFECT	IVE	February month	1 day	1994 year
ISSUED BY					Vic	e Preside	nt, Ra	ates and Rec	gulatory .	Affairs
	F. Jay Cı	ımmin	gs					Missou Kansas Cit	ıri Gas E	nergy

Ninth Revised Eighth Revised SHEET No. 76 SHEET No. 76

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

<u>APPLICABLE</u>

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

NET MONTHLY BILL

Rate

Fixed Monthly Charge: \$872.12 per month

Volumetric Delivery Charge:

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

\$0.05434 per Ccf for the first 30,000 Ccf delivered, plus \$0.04265 per Ccf for all additional gas delivered.

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

\$0.03437 per Ccf for the first 30,000 Ccf delivered, plus \$0.02268 per Ccf for all additional gas delivered.

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

\$0.03758 per Ccf during the period November through March for all gas delivered necessary to satisfy customer's annual delivery requirement of more than 2,000,000 Ccf but less than 3,000,000 Ccf, plus

DATE OF ISSUE February 16, 2010 month day year

DATE EFFECTIVE

February 28, 2010
March 18, 2010
month day year

ISSUED BY: Michael R. Noack

Director , Pricing and Regulatory Affairs

Eighth Revised Seventh Revised SHEET No. 76 SHEET No. 76

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

<u>APPLICABLE</u>

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

NET MONTHLY BILL

Rate

Fixed Monthly Charge:

\$835.95 per month

Volumetric Delivery Charge:

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

\$0.05209 per Ccf for the first 30,000 Ccf delivered, plus

\$0.04088 per Ccf for all additional gas delivered.

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

\$0.03294 per Ccf for the first 30,000 Ccf delivered, plus

\$0.02174 per Ccf for all additional gas delivered.

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

\$0.03602

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

Ccf, plus

DATE OF ISSUE April

DATE EFFECTIVE

2007

month day year month day

year

ISSUED BY: Michael R. Noack

Director , Pricing and Regulatory Affairs

Mav



Seventh Revised Sixth Revised

SHEET No. 76 SHEET No. 76

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

APPLICABLE

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

NET MONTHLY BILL

Rate

Fixed Monthly Charge: \$870.75 per month

Volumetric Delivery Charge:

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

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

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

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

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

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

28. 2007 DATE OF ISSUE March

DATE EFFECTIVE -April

2007 year day

day year month

month April 3, 2007

ISSUED BY: Michael R. Noack

Director , Pricing and Regulatory Affairs

Sixth Revised Fifth Revised

SHEET No. 76 SHEET No. 76

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

APPLICABLE

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

NET MONTHLY BILL

Rate

Customer Charge: \$478,75 per month

Transportation Charge:

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

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

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

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

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

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

DATE OF ISSUE September 24, 2004 day year month

DATE EFFECTIVE - October

day vear month Ocotober 2, 2004

ISSUED BY: Michael R. Noack

Fifth Revised Fourth Revised

SHEET No. 76 SHEET No. 76 Missouri Public

Missouri Gas Energy, a Division of Southern Union Company

All-Missouri Service Areas RECD JUL 16 2001

WHITEMAN AIR FORCE BASE Service Commission

APPLICABLE

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

NET MONTHLY BILL

CANCELLED

Rate

Customer Charge: \$409.30 per month OCT 0 2 2004

Transportation Charge:

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

\$0.04468 per Ccf for the first 30,000 Ccf transported, plus \$0.03507 per Ccf for all additional gas transported.

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

\$0.02826 per Ccf for the first 30,000 Ccf transported, plus \$0.01865 per Ccf for all additional gas transported.

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

\$0.03090 per Ccf during the period November through March for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 2,000,000 Ccf but less than 3,000,000 Ccf, plus

DATE OF ISSUE

July 16, 2001 month dav vear

DATE EFFECTIVE

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AUG 06 2001

ISSUED BY:

Robert J. Hack

Nissouri Public

Vice President, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111

FILED AUG 06 2001

Service Commission

Fourth Revised Third Revised

SHEET No. 76 SHEET No. 76

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public WHITEMAN AIR FORCE BASE Service Commission

RECU OCT 13 2000

APPLICABLE

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

NET MONTHLY BILL

Rate

CANCELLED

AUG 0 6 2001

Customer Charge:

\$409.30 per month

5th RS 76 **Public Service Commission MISSOUR!**

Transportation Charge:

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

\$0.04267 per Ccf for the first 30,000 Ccf transported, plus \$0.03349 per Ccf for all additional gas transported.

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

\$0.02699 per Ccf for the first 30,000 Ccf transported, plus \$0.01781 per Ccf for all additional gas transported.

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

\$0.02951

per Ccf during the period November through March for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 2,000,000 Ccf but less than 3,000,000 Ccf, plus

DATE OF ISSUE October 13, 2000 month day year

DATE EFFECTIVE 2000 year month day

ISSUED BY: Robert J. Hack

NOV 0 1 2000 Vice President, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Missouri Public Service Commission 18-140 FILED NOV 0 1 2000

Third Revised Second Revised SHEET No. 76 SHEET No. 76

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public Service Commission

WHITEMAN AIR FORCE BASE

RFCD AUG 2 8 1998

APPLICABLE

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

NET MONTHLY BILL

CANCELLED

Rate

Customer Charge:

\$409.30 per month

NOV 0 1 2000

Transportation Charge:

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

\$0.04270 per Ccf for the first 30,000 Ccf transported, plus \$0.03351 per Ccf for all additional gas transported.

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

\$0.02701 per Ccf for the first 30,000 Ccf transported, plus \$0.01782 per Ccf for all additional gas transported.

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

\$0.02953 per Ccf during the period November through March for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 2,000,000 Ccf but less

than 3,000,000 Ccf, plus

DATE OF ISSUE August 28 1998

DATE EFFECTIVE

month day year

month day year SEP 0 2 1998

Director, Pricing and Regulatory Affairs

ISSUED BY: _ Charles B. Hernandez

Second Revised First Revised

SHEET No. 76 SHEET No. 76

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas ELVED

WHITEMAN AIR FORCE BASE

MAR 1 2 1997

APPLICABLE

MISSOUR Public Service Comm. 82

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

NET MONTHLY BILL

Rate

Customer Charge: \$409.30 per month Missouri Public Service Commission

CANC SEP 0 2 1998 by 3 m RW - Shr. 16

Sales or Transportation Charge:

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

\$0.3742

per MCF for the first 3,000 MCF sold or transported, plus

\$0.2937

per MCF for all additional gas sold or transported.

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

\$0.2367

per MCF for the first 3,000 MCF sold or transported, plus

\$0.1562

per MCF for all additional gas sold or transported.

This charge is applicable to all gas transported necessary to satisfy customer's annual sales and transportation requirement of up to 200,000 MCF, plus

\$0.2588

per MCF during the period November through March for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 200,000 MCF but less than 300,000 MCF, plus

DATE OF ISSUE March 18 1997 DATE EFFECTIVE

21 March day

month day year month

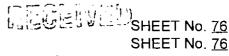
ISSUED BY: __ Charles B. Hernandez

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MOAR 641 11 1997

98-285

First Revised **Original**



587 6 6 637

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

APPLICABLE

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

NET MONTHLY BILL

CANCELLED

Rate

Customer Charge: \$409.30 per month

MAR 21 1997 BY and RS 14

Public Service Commission

Sales or Transportation Charge:

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

\$0.3742 per MCF for the first 3,000 MCF sold or transported, plus

\$0.2937 per MCF for all additional gas sold or transported.

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

\$0.2367 per MCF for the first 3,000 MCF sold or transported, plus

\$0.1562 per MCF for all additional gas sold or transported.

This charge is applicable to all gas transported necessary to satisfy customer's annual sales and transportation requirement of up to 200,000 MCF, plus

per MCF during the period November through March for all gas \$0.2588 transported necessary to satisfy customer's annual sales and

transportation requirement of more than 200,000 MCF but

than 300,000 MCF, plus

DATE OF ISSUE

Jan. 30, 1997

DATE EFFECTIVE

<u>February</u>

1997

month

day year

month

day year

ISSUED BY: Charles B. Hernandez

Missouri Gas Energy,	_	_	
a Division of Southern Uni	on Company_	For	All Missouri Service Areas
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APPLICABLE			MISSOURI
requirements o gas requiremen housing will co	f Whiteman Air Fo nts for armed foi ntinue to be prov	orce Base (c rces housing ided under (Public Service Commission atural gas sales and transportation customer) except customer's natural g. Requirements for armed forces Company's tariff for such service or ad by the Commission.
NET MONTHLY BILL			CANCELLED
Rate			
Customer Char	700		FEB 1 1997
\$409.30 per			BY 1st RS 76
			Public Service Commission
Sales or Transi	portation Charge:		MISSOURI
For all gas of	lelivered during tl	he billing mo	onths of November through March:
\$0.3555 \$0.2750	•		O MCF sold or transported, plus gas sold or transported.
For all gas of	delivered during the	he billing mo	onths of April through October:
\$0.2180 \$0.1375	•		O MCF sold or transported, plus gas sold or transported.
			orted necessary to satisfy customer's nent of up to 200,000 MCF, plus
\$0.2588	transported ne	cessary to requirement	November through March for all gas satisfy customer's annual sales and tof more than 200,000 MCF but less
			FEB 1 1994 94 ~ 4 0
	 		MO. PUBLIC SERVICE COMM
DATE OF ISSUE <u>January</u> month	7 1994 day ye		FFECTIVE February 1 19
month	uay yi	ear	month day ye

ISSUED BY_

Seventh Revised Sixth Revised

SHEET No. 77 SHEET No. 77

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

\$0.01452

per Ccf for all gas delivered necessary to satisfy customer's

annual delivery requirement of more than 3,000,000 Ccf but

less than 5,000,000 Ccf, plus

\$0.03758

per Ccf for all additional gas delivered.

Minimum

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

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

- 1. Purchase Gas Cost Adjustment (PGA).
- 2. Tax Adjustment (TA).
- 3. Infrastructure Replacement Surcharge (ISRS)

Demand Charges

Customer shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers.

DATE OF ISSUE February 16, 2010

DATE EFFECTIVE

February 28, 2010 18, 2010 iviarch

month

dav vear

month

day vear

ISSUED BY: Michael R. Noack

Sixth Revised Fifth Revised

SHEET No. 77 SHEET No. 77

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

\$0.01392

per Ccf for all gas delivered necessary to satisfy customer's

annual delivery requirement of more than 3,000,000 Ccf but

less than 5,000,000 Ccf, plus

\$0.03602

per Ccf for all additional gas delivered.

Minimum

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

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

- Purchase Gas Cost Adjustment (PGA).
- 2. Tax Adjustment (TA).
- 3. Infrastructure Replacement Surcharge (ISRS)

Demand Charges

Customer shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers.

DATE OF ISSUE March

28, 2007 day year month

DATE EFFECTIVE .

ISSUED BY: Michael R. Noack

Fifth Revised Fourth Revised

SHEET No. 77 SHEET No. 77

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

\$0.01392

\$0.03602

per Ccf for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 3,000,000 Ccf but less than 5,000,000 Ccf, plus

per Ccf for all additional gas transported.

Minimum

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

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

- 1. Purchase Gas Cost Adjustment (PGA).
- Tax Adjustment (TA).
- 3. Infrastructure Replacement Surcharge (ISRS)

Demand Charges

Customer shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers.

DATE OF ISSUE September 24, 2004 month day year

DATE EFFECTIVE -

ISSUED BY: Michael R. Noack

Fourth Revised Third Revised

SHEET No. 77 SHEET No. 77

Missouri Gas Energy, a Division of Southern Union Company Missouri Public

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

Service Commission

\$0.01194

per Ccf for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 3,000,000 Ccf but less than 5,000,000 Ccf, plus

\$0.03090

per Ccf for all additional gas transported.

Minimum

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

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

1. Purchase Gas Cost Adjustment (PGA).

CANCELLED

2. Tax Adjustment (TA).

OCT 0 2 2004 By 54M2S77

Demand Charges

Public Service Commission

Customer shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers.

Missouri Public

FILED AUG 0 6 2001 01-292

Service Commission

DATE OF ISSUE July 16. 2001

month day year DATE EFFECTIVE

month year day

AUG 06 2001

ISSUED BY: Robert J. Hack

Third Revised Second Revised SHEET No. 77 SHEET No. 77

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

Missouri Public Service Commission

RECD OCT 13 2000

\$0.01140

per Ccf for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 3,000,000 Ccf but less than 5,000,000 Ccf, plus

\$0.02951

per Ccf for all additional gas transported.

<u>Minimum</u>

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

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules: CANCELLED

1. Purchase Gas Cost Adjustment (PGA).

2. Tax Adjustment (TA).

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Demand Charges

Public Service Commission

Customer shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers.

Missouri Public Service Commission 98-140

FILED NOV 01 2000

DATE OF ISSUE October 13. 2000

month day year DATE EFFECTIVE

November 12 2000 year month h day NOV 0 1 2000

ISSUED BY: Robert J. Hack

Second Revised First Revised SHEET No. 77 SHEET No. 77

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas Missouri Public Service Commission

WHITEMAN AIR FORCE BASE

RFC'D AUG 2 8 1998

\$0.01141

per Ccf for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 3,000,000 Ccf but less than 5,000,000 Ccf, plus

\$0.02953

per Ccf for all additional gas transported.

Minimum.

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

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

CANCELLED

Purchase Gas Cost Adjustment (PGA).

2. Tax Adjustment (TA).

Demand Charges

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NOV 0 1 2000

Public Service Commission

Customer shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers.

Missouri Public

FILED SEP 02 1998

DATE OF ISSUE August 28 1998 month day year

DATE EFFECTIVE

month day year

ISSUED BY: Charles B. Hernandez

SEP 0 2 1998

<u>Director, Pricing and Regulatory Affairs</u>

First Revised Original SHEET No. 77 SHEET No. 77

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Acces IVED

WHITEMAN AIR FORCE BASE

MAR 1 2 1997

MISSPUR!

\$0.1000

per MCF for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 300,000 MCF but less than 500,000 MCF, plus

\$0.2588

per MCF for all additional gas transported.

Minimum.

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

Adjustments and Surcharges

The rates hereunder are subject to adjustments as provided in the following schedules:

- 1. Purchase Gas Cost Adjustment (PGA).
- 2. Tax Adjustment (TA).

Demand Charges

Customer shall be required to specify a level of maximum daily requirements (hereinafter referred to as the "Contract Demand level"). To the extent specified by the customer and in accordance with the provisions of this rate schedule, the Company will supply natural gas up to and including the Contract Demand level with purchases the Company makes from its suppliers.

Missouri Public Service Commission FILED

CANC SEP 02 1998 by a mirw. Sht no

MAR 2 1 1997

96-285 MO PURILL SERVICE CON

DATE OF ISSUE March 18 1997 month day year

DATE EFFECTIVE

March 21 1997 month day year

ISSUED BY: <u>Charles B. Hernandez</u>

Missouri Gas Energy, a Division of Southern	Union Company For	All Missour Service Areas
	WHITEMAN AIR FORCE BA	ASE JAN - 71994
\$0.1000	per MCF for all gas transported annual sales and transportat 300,000 MCF but less than 5	•
\$0.2588	per MCF for all additional gas	transported.
<u>Minimum</u>		
•	y minimum bill will be the higher of n as set forth by contract.	the monthly customer charge or
Adjustments an	d Surcharges	
The rates h schedules:	ereunder are subject to adjustmen	its as provided in the following
	nase Gas Cost Adjustment (PGA). Adjustment (TA).	
Demand Charge	<u>28</u>	•
(hereinafter by the custo Company w	hall be required to specify a level referred to as the "Contract Deman omer and in accordance with the profill supply natural gas up to and incluses the Company makes from its supply	d level"). To the extent specified ovisions of this rate schedule, the uding the Contract Demand level
	CANCELLED	
	MAR 21 1997 BY Lat RS 77 Public Service Commission	FILED
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		MO. PUBLIC SERVICE COMM.

DATE OF ISSU	JE <u>January</u>		<u> 1994 </u>	_ DATE EFFECTIVE <u>_February</u> _	1	199
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ISSUED BY			Vio	ce President, Rates and Regula	tory Affa	airs
	F. Jay Cummin	gs				

Second Revised First Revised

SHEET No. 78 SHEET No. 78

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

Demand Charges (continued)

Contract Demand service shall be subject to the applicable charges stated in the Company's Purchased Gas Cost Adjustment Schedule Sheet No. 24.3. Such demand charges shall be billed to the customer each month as the product of the specified Contract Demand level and the Contract Demand charge.

Demand Charge Credit

If the Company fails or is unable to deliver during any one or more days the quantity of natural gas which the customer desires to purchase, up to the Contract Demand level, then the Demand Charges as determined herein shall be reduced by an amount equal to the daily demand charge multiplied by the difference between the volume of natural gas actually delivered on the days involved and the volume of natural gas, up to the Contract Demand level, which the customer in good faith demanded to receive on such days.

DATE OF ISSUE September 28, 2004

day year month

DATE EFFECTIVE

October 28

2004

month day year

ISSUED BY: Michael R. Noack

First Revised Original

SHEET No. 78 SHEET No. 78

Missouri Gas Energy, a Division of Southern Union Company

For: _All Missouri Service Areas

Missouri Public WHITEMAN AIR FORCE BASE Service Commission

RECD AUG 2 8 1998

Demand Charges (continued)

Contract Demand service shall be subject to the applicable charges stated in the Company's Purchased Gas Cost Adjustment Schedule Sheet No. 24.7. Such demand charges shall be billed to the customer each month as the product of the specified Contract Demand level and the Contract Demand charge.

Demand Charge Credit

If the Company fails or is unable to deliver during any one or more days the quantity of natural gas which the customer desires to purchase, up to the Contract Demand level, then the Demand Charges as determined herein shall be reduced by an amount equal to the daily demand charge multiplied by the difference between the volume of natural gas actually delivered on the days involved and the volume of natural gas, up to the Contract Demand level, which the customer in good faith demanded to receive on such days.

CANCELLED

Public Service Commission

Missouri Public FILED SEP 0 2 1998

DATE OF ISSUE August

1998 month day year

DATE EFFECTIVE

ISSUED BY: <u>Charles B. Hemandez</u>

Missouri Gas Energy,

a Division of Southern Union Company For All Missouri Setvice Areas

WHITEMAN AIR FORCE BASE

JAN *-* 7 1994

Demand Charges (continued)

MISSOURI

Contract Demand service shall be subject to the applicable charges stated in the Company's Purchased Gas Cost Adjustment Schedule. Such demand charges shall be billed to the customer each month as:

1. The product of the specified Contract Demand level and the Contract Demand charge.

Demand Charge Credit

If the Company fails or is unable to deliver during any one or more days the quantity of natural gas which the customer desires to purchase, up to the Contract Demand level, then the Demand Charges as determined herein shall be reduced by an amount equal to the daily demand charge multiplied by the difference between the volume of natural gas actually delivered on the days involved and the volume of natural gas, up to the Contract Demand level, which the customer in good faith demanded to receive on such days.

Default Sales Charges

In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline gas transportation contract and fails to make arrangements to procure gas supplies through the Company, then all deliveries to the customer, in excess of the customer's Contract Demand level, shall be billed at a rate equal to 120% of the effective rate for the Large Volume customer class as specified on Sheet No. 18 of the Purchased Gas Cost Adjustment Schedule.

Missouri Public Service Commission

CANC SEP 0 2 1998 134 PW 5777.08

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FEB 1 1994 94 - 40

MO. PUBLIC SERVICE COMM

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year month day year

ISSUED BY_

Vice President, Rates and Regulatory Affairs

Second Revised First Revised

SHEET No. 79 SHEET No. 79

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

Penalty

0.5% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

ANNUAL MINIMUM

In addition to the monthly minimum shown above, customer is required to purchase from or transport through Company at least 2,500,000 Ccf per year. Any deficiency shall be billed immediately following the end of each annual period that service is provided hereunder. For purposes of this billing, the deficiency shall be calculated according to the applicable transportation charge.

TERM

Upon approval by the Commission, service hereunder shall be provided for an initial period of three years. Service shall continue year to year thereafter until terminated by either party giving 180 days written notice.

RATE CHANGES

Nothing contained herein shall be construed as affecting in any way the right of Company to unilaterally make application for a change in its rates or General Terms and Conditions to the regulatory authority having jurisdiction; provided the customer shall have the right to protest any such changes. Notwithstanding this provision, the Company has agreed with the customer not to seek such changes in its charges for transportation service provided to meet customer's natural gas requirements in excess of 2,000,000 Ccf per year during the initial term of this schedule.

DATE OF ISSUE September 24, 2004

DATE EFFECTIVE

October 24

month

day year

month

day

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ISSUED BY: Michael R. Noack

First Revised Original

SHEET No. 79 SHEET No. 79

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE Missouri Public

RECD AUG 281998

Penalty

1.5% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

ANNUAL MINIMUM

In addition to the monthly minimum shown above, customer is required to purchase from or transport through Company at least 2,500,000 Ccf per year. Any deficiency shall be billed immediately following the end of each annual period that service is provided hereunder. For purposes of this billing, the deficiency shall be calculated according to the applicable transportation charge.

TERM

Upon approval by the Commission, service hereunder shall be provided for an initial period of three years. Service shall continue year to year thereafter until terminated by either party giving 180 days written notice.

RATE CHANGES

Nothing contained herein shall be construed as affecting in any way the right of Company to unilaterally make application for a change in its rates or General Terms and Conditions to the regulatory authority having jurisdiction; provided the customer shall have the right to protest any such changes. Notwithstanding this provision, the Company has agreed with the customer not to seek such changes in its charges for transportation service provided to meet customer's natural gas requirements in excess of 2,000,000 Ccf per year during the initial term of this schedule.

OCT 0 2 2004

Missouri Public FILED SEP 0 2 1998

19 MISSOURDATE EFFECTIVE DATE OF ISSUE August

month day day

ISSUED BY: Charles B. Hernandez

SEP 0 2 1998 Director, Pricing and Regulatory Affairs

Missouri Gas Energy,

a Division of Southern Union Company For All Missouri Service Areas

WHITEMAN AIR FORCE BASE

JAN - 7 1994

Penalty

MISSOURI

2% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

ANNUAL MINIMUM

In addition to the monthly minimum shown above, customer is required to purchase from or transport through Company at least 250,000 MCF per year. Any deficiency shall be billed immediately following the end of each annual period that service is provided hereunder. For purposes of this billing, the deficiency shall be calculated according to the applicable transportation charge.

TERM

Upon approval by the Commission, service hereunder shall be provided for an initial period of three years. Service shall continue year to year thereafter until terminated by either party giving 180 day's written notice.

RATE CHANGES

Nothing contained herein shall be construed as affecting in any way the right of Company to unilaterally make application for a change in its rates or General Terms and Conditions to the regulatory authority having jurisdiction; provided the customer shall have the right to protest any such changes. Notwithstanding this provision, the Company has agreed with the customer not to seek such changes in its charges for transportation service provided to meet customer's natural gas requirements in excess of 200,000 MCF per year during the initial term of this schedule.

Missouri Public Service Commission

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CANC SEP 0 2 1998 by 1 & RW - Pg. 7

FEB 1 1994

MO. PUBLIC SERVICE COMM.

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year month day year

ISSUED BY_

Vice President, Rates and Regulatory Affairs

First Revised Original

SHEET No. 80 SHEET No. 80

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

OTHER TERMS AND CONDITIONS

1. Customer may elect to amend its Contract Demand level effective on each November 1 on at least 180 days prior written notice to the Company. Failure to make a Contract Demand election at the required time shall be sufficient cause for the Company to extend the existing Contract Demand level for the following year. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if (1)the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or (2) the net change results in an increased requirement and the Company is able to secure a sufficient supply/capacity of gas to meet such increased requirements. If the Company is unable to secure a sufficient gas supply for this purpose, the added gas supply/transportation capacity, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers.

DATE OF ISSUE August 28 1998 DATE EFFECTIVE September 02 1998 month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs

Original

SHEET No. 80

Missouri Gas Energy,

a Division of Southern Union Company_	For	All Missouri Service Areas
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WHITEMAN AIR FORCE BASE

JAN -71994

OTHER TERMS AND CONDITIONS

MISSOURI
Public Service Commission

1. Customer may elect to amend its Contract Demand level effective on each November 1 on at least 180 days prior written notice to the Company by executing and transmitting the Company's standard form for such purpose to the Company. The customer's Contract Demand level may be decreased by any amount on each November 1. Such reduction shall relieve the Company of the obligation to serve the customer's needs in excess of the Contract Demand level. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if the net change by all customers eligible to specify Contract Demand levels results in a decreased requirement for such gas large enough to accommodate the requested increase or if the net change results in an increased requirement and the Company is able to secure a sufficient supply of gas to meet such increased requirements. If the Company is unable to secure a sufficient gas supply for this purpose, the added supply, if any, will be allocated among the customers requesting an increase in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers. The balance of the customer's daily requirements in excess of the sum of the Contract Demand level and the transportation volumes owned by the customer and delivered to the Company on the customer's behalf will be met by the Company from other sources strictly on an as-available basis.

> Missouri Public Service Commission

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FEB 1 1994 94 - 40 MO. PUBLIC SERVICE COMM

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year month day year

ISSUED BY

Vice President, Rates and Regulatory Affairs

F. Jay Cummings

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

- 2. Whenever the customer expects its daily requirements will be greater by 10 percent or more than the sum of its Contract Demand level (as may be reduced by curtailment orders of the Company) and the amount of transportation gas scheduled to be delivered daily to the Company for the customer's account, the customer shall notify the Company not less than 24 hours in advance of that fact and provide an estimate of its daily requirements to the Company. During curtailment as specified in the Company's General Terms and Condition's use of gas in excess of the sum of transportation volumes and the customer's Contract Demand level without prior approval of the Company shall subject the customer to interruption of service and/or overrun penalties.
- 3. Deliveries of as-available gas will be curtailed before any other category of service on the Company's system and may be curtailed by the Company when it determines that is has insufficient volumes of such supplies were acquired or if the Company, in its sole discretion, determine the continued purchase and delivery of such gas to be uneconomic. In such event, the Company may require the customer to curtail its use of as available natural gas. The Company shall use its best efforts to provide advance notice of such curtailment to the customer. In the event the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for any demand charge, standby charge, reservation charge, overrun penalty or any other charge or penalty attributable to such failure to curtail gas usage in the amounts specified in the Company's General Terms and Conditions and as may be billed to the Company be its gas supplier(s) and /or transporter(s).

DATE OF ISSUE <u>January 7 1994</u>

month day year

DATE EFFECTIVE <u>February 1 1994</u>

month day year

ISSUED BY Vice President, Rates and Regulatory Affairs

First Revised Original

SHEET No. <u>82</u> SHEET No. 82

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

- The Company shall be bound only to sell natural gas to satisfy the customer's Contract Demand level to the extent a supply of natural gas is available in quantities sufficient to provide such gas without jeopardizing service to higher priority customers according to the Company's priority of service rules contained in its General Terms and Conditions and shall not be liable for loss or damage to the customer in the event of curtailment of gas supply. In such event Company may require the customer to curtail its usage below its Contract Demand. In the event that the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for any demand charge, standby charge, reservation charge, overrun penalty or any other charge or penalty attributable to such failure to curtail gas usage in the amounts specified in the Company's General Terms and Conditions and as may be billed to the Company by its gas supplier(s) and /or transporter(s). The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply.
- 5. Service hereunder is further subject to the following terms and conditions as approved by the Missouri Public Service Commission:
 - 1. General Terms and Conditions (GTC)
 - 2. Transportation Provisions (TRPR)
 - 3. Electronic Gas Measurement Equipment (EGM)

DATE OF ISSUE August 28 1998 DATE EFFECTIVE September 02 1998 month day year month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs

Missouri Gas Energ	39,			RECEIVED
a Division of South	ern Union Company	<u>yFor</u>	All Misso	uri Service Areas JAN - 7 1994
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•	rice hereunder is fur roved by the State F	· ·	_	erms and conditions as
	2. Transportatio	ns and Conditions on Provisions (TRI os Measurement E	PR)	iM)
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DATE OF ISSUE_	January	7	1994	_ DATE EFFECTIVE_	February	1	1994
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ISSUED BY				Vice President, Ra	ites and Regu	ilatory Af	ffairs
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Fifth Revised Fourth Revised SHEET No. 83 SHEET No. 83

Missouri Gas Energy. a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE ITS

AVAILABLE:

At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.

APPLICABLE:

To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.

Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual Ccf volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.

NET MONTHLY BILL:

Rate:

Fixed Monthly Charge:

\$872.12 per month

Volumetric Delivery Charge:

The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.

DATE OF ISSUE February 16, 2010

month

DATE EFFECTIVE

February 28, 2010

March 18, month day year

ISSUED BY: Michael R. Noack

day year

Director, Pricing and Regulatory Affairs

Fourth Revised Third Revised

SHEET No. 83 SHEET No. 83

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE <u>ITS</u>

AVAILABLE:

At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.

APPLICABLE:

To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.

Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual Ccf volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.

NET MONTHLY BILL:

Rate:

Fixed Monthly Charge:

\$835.95 per month

Volumetric Delivery Charge:

The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.

DATE OF ISSUE April DATE EFFECTIVE May 2007 month day year month day

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs



Third Revised Second Revised SHEET No. 83 SHEET No. 83

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE ITS

AVAILABLE:

At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.

APPLICABLE:

To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.

Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual Ccf volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.

NET MONTHLY BILL:

Rate:

Fixed Monthly Charge:

\$870.75 per month

Volumetric Delivery Charge:

The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.

DATE OF ISSUE March 28, 2007 month day year

DATE EFFECTIVE April

28 2007 day year

April 3, 2007

ISSUED BY: Michael R. Noack

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

month

Second Revised First Revised

SHEET No. 83 SHEET No. 83

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE

ITS

AVAILABLE:

At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.

APPLICABLE:

To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.

Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual Ccf volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.

NET MONTHLY BILL:

Rate:

Customer Charge:

\$478.75 per month

Transportation Charge:

The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.

DATE OF ISSUE September 24, 2004

DATE EFFECTIVE -October

Ocotober 2, 2004

month

day year

month

day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs



First Revised Original

SHEET No. 83 SHEET No. 83

Missoun Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE Missouri Public

ITS

REC'D AUG 2 8 1998

AVAILABLE:

At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.

APPLICABLE:

To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.

Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual Ccf volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.

NET MONTHLY BILL:

Rate:

CANCELLED

Customer Charge:

\$409.30 per month

OCT 0 2 2004 By 20125 83 **Public Service Commission**

Transportation Charge:

The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.

Missouri Public Service Commission

DATE OF ISSUE August 1998

month day year DATE EFFECTIVE

month day year

SEP 0 2 1998 ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, a Division of Southern Union Company For All Missouri Service Areas
Intrastate Transportation Service RECEIVED ITS JAN - 7 1994
MISSOURI AVAILABLE: Public Service Commission
At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.
APPLICABLE:
To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.
Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual MCF volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.
NET MONTHLY BILL:
Rate:
Customer Charge:
\$409.30 per month
Transportation Charge:
The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.
Missouri Public Service Commission FILED
CANC SEP 0 2 1998 SH RW SH 83 MO. PUBLIC SERVICE COMM.
DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 199 month day year month day year
month day year month day year ISSUED BY Vice President, Rates and Regulatory Affairs F. Jay Cummings

<u>Original</u>

SHEET No. 83

P.S.C.MO. No. __1__

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE

DELIVERY POINTS:

The customer will provide for the delivery of volumes of natural gas to be transported to a mutually agreeable location on the Company's system which serves the customer's premises, and the Company will deliver such thermally equivalent volumes of gas, less any retainages, to the outlet side of the Company's meters at customer's premises. The gas retained by the Company shall be 2% of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas. Gas transported hereunder will be delivered to the Company in the state in which it will ultimately be consumed.

NOMINATIONS:

Prior to the commencement of deliveries of gas hereunder, the customer shall notify the Company of its daily nomination of volumes to be transported. Thereafter, at least five working days prior to the beginning of each month, the customer shall notify the Company in writing of its daily nomination of volumes to be transported in the subsequent month. Should the customer's daily requirement for transportation volumes change, the customer shall notify the Company of its new nomination level 24 hours prior to making any such change.

DEFINITION OF GAS DAY:

The Company's gas day is defined as the 24 hour period beginning at 7:00 A.M. Daily gas deliveries to customers served under the Intrastate Transportation Service rate tariff will be determined using the gas day time frame.

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year

ISSUED BY Vice President, Rates and Regulatory Affairs

First Revised Original

SHEET No. <u>85</u> SHEET No. 85

For: All Missouri Service Areas

Missouri Gas Energy,

a Division of Southern Union Company

INTRASTATE TRANSPORTATION SERVICE

ITS

QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION:

- 1. The gas delivered by a producer, supplier or pipeline to the Company for transportation to the customer shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is used. Additionally, it shall conform to the following specifications:
 - a. The gas shall not contain more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet nor more than twenty (20) grains of total sulfur per hundred (100) cubic feet;
 - b. The temperature of the gas shall not exceed 70 degrees Fahrenheit;
 - c. The gas shall not contain more than seven (7) pounds of water vapor per 10,000 Ccf;
 - d. The gas shall not contain more than two percent (2%) by volume carbon dioxide nor more than one percent (1%) by volume oxygen;
 - e. The delivery pressure shall be sufficient to permit entry of the gas into the distribution system of the Company; and

DATE OF ISSUE August 28 1998 month day year

DATE EFFECTIVE

September 02 month day

1998 year

ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs

P	.S.C.MO. No. 1 Original	SHEET No. 85
Missouri Ga a Division o	es Energy, of Southern Union Company For <u>All Missour</u>	i Service Areas
	Intrastate Transportation Service	TIEVEIVED
QUALITY A	AND PRESSURE OF GAS DELIVERED FOR TRANSPO	MISSOURI ORTATIUDINC Service Commission
1. T tr o d g re	The gas delivered by a producer, supplier or piperansportation to the customer shall at all times be not therwise required for the system of the Company elivered. Such gas shall be free from any foreign ums, iron particles, water, entrained liquids, and contend it unmerchantable or interfere with the proper of egulators or other facilities through which it flows or conform to the following specifications:	peline to the Company for nerchantable gas of a quality y to which the gas is being materials such as dirt, dust, other impurities which might operation of pipelines, meters,
a	The gas shall not contain more than one (1) one hundred (100) cubic feet nor more than sulphur per hundred (100) cubic feet;	
b	The temperature of the gas shall not exceed	70 degrees Fahrenheit;
c	 The gas shall not contain more than seven (7 1,000 MCF; 	') pounds of water vapor per
d	 The gas shall not contain more than two per- dioxide nor more than one percent (1%) by v 	
e	The delivery pressure shall be sufficient to pe distribution system of the Company; and	rmit entry of the gas into the
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ISSUED BY			Vice Pres	dent, Rates and F	legulatory	Affairs
	F. Jay Cu	ımmin	gs			

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE

QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION: (cont)

- f. The BTU content of the customer's gas as may be received by the Company from an existing supply source connected to the Company shall be no less than that normally provided or currently flowing from such source nor shall it be less than as provided for in an existing Company system supply contract from such source.
- 2. The Company shall have the right to refuse to accept for transportation any gas not meeting its requirements for gas quality herein described.
- 3. If the customer contracts for the purchase of gas from a producer or pipeline who is not currently delivering gas to the Company and such gas is to be delivered directly into Company facilities, the customer will bear all expense connected with the determination of the quality of gas being delivered. However, the Company's obligation to transport such gas is also contingent upon the execution of an agreement between the Company and such producer or pipeline which the Company shall not unreasonably withhold setting forth the terms of interconnection, quality standards, and the respective rights of the Company and such producer or pipeline in connection with deliveries of such gas.
- 4. Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove the customer's obligation to deliver gas meeting the specifications set forth in this schedule.

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year

month day year month day year

F. Jay Cummings

Vice President, Rates and Regulatory Affairs
Missouri Gas Energy
Kansas City, MO. 64111

ISSUED BY

P.S.C. MO. No. 1 Original SHEET No. 87

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

1994

INTRASTATE TRANSPORTATION SERVICE

QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION: (cont)

- 5. The heat content of the gas delivered to the customer by the Company shall be the heat content available in its system at the particular point of delivery at the time of delivery. It is recognized that the heat content at the various delivery points will vary from point to point and from time to time and nothing herein contained shall be construed as obligating the Company to alter the usual operation of its facilities to achieve deliveries of a prescribed heating value at any point or points.
- 6. Delivery pressures to customers shall be mutually agreed upon from time to time and shall take into account system capacity, customer requirements, and other pertinent factors.

THERMAL BALANCING:

All volumes of natural gas transported hereunder shall be thermally balanced with respect to the gas tendered for transportation to the Company and the gas delivered to the customer.

1. Each billing period, the Company will estimate the heat content, in MMBTU, of the gas tendered for transportation as follows:

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February month day year February

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F. Jay Cummings

Vice President, Rates and Regulatory Affairs
Missouri Gas Energy
Kansas City, MO. 64111

ISSUED BY

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE

THERMAL BALANCING: (cont)

- a. For transportation gas received into one of the Company's distribution systems, the heat content of the gas tendered shall be the average heat content stated in BTU per cubic foot of all gas received from such source into the distribution system serving the customer for the billing period multiplied by the volumes of gas received. In determining the BTU content of all such gas, the Company may, at its option, rely on its own measurement records or on the BTU measurements as reported by the third party gas supply source. If there is no BTU measurement available, or if the method of determining the heat content is unacceptable to the customer, then the customer will be required to compensate the Company for all costs incurred in determining the heat content of the gas tendered for transportation.
- b. If additional BTU measurement is required to determine the heat content of gas tendered for transportation hereunder, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For measurement devices requiring periodic or continuous sampling of the gas, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the BTU content of the gas.

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February month

month day year

ISSUED BY Vice President, Rates and Regulatory Affairs
F. Jay Cummings Missouri Gas Energy

Missouri Gas Energy Kansas City, MO. 64111

1994

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE

- 2. The heat content of the natural gas delivered to the customer hereunder shall be estimated for each billing period as follows:
 - a. For a distribution system which the Company currently measures or is able to otherwise determine the average heat content of natural gas stated in BTU per cubic foot, such average heat content shall be assigned to the transportation gas delivered to the customer for the period. The product of the average heat content and the volumes of gas delivered shall constitute the MMBTU's of the gas delivered to the customer. If this method of determining the heat content is unacceptable to the customer, then the customer will be required to compensate the Company for all costs incurred in determining the heat content of the gas delivered to the customer.
 - b. If additional BTU measurement is required by the Company or the customer, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For customers requesting the installation of BTU measurement equipment hereunder, thermal balancing shall be performed on the basis of such measurement for a minimum period of twelve consecutive months following such installation.

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year

F. Jay Cummings

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Vice President, Rates and Regulatory Affairs

Missouri Gas Energy

Kansas City, MO. 64111

ISSUED BY

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE ITS

In all cases where BTU measurement devices requiring periodic or continuous sampling of the gas are to be installed, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the heat content of the gas.

RESPONSIBILITY FOR TRANSPORTED GAS:

- 1. By accepting natural gas transported hereunder, the customer warrants the gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances and shall indemnify and save the Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas.
- The Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to delivery into the facilities of the Company or after redelivery to the customer.
- 3. By accepting natural gas transported hereunder, it is understood and agreed by the customer that ownership of transported volumes will at all times remain vested in the customer.

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year

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Missouri Gas Energy Kansas City, MO. 64111

Vice President, Rates and Regulatory Affairs

ISSUED BY

Second Revised First Revised

SHEET No. 91 SHEET No. 91

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE

ITS

STANDBY CHARGE:

If the Company's supplier implements a rate design that includes a demand billing charge, a standby charge consisting of the wholesale transportation rate times the customer peak demand will be charged.

EMERGENCY GAS SALES:

If a customer receiving service under this rate schedule fails to deliver to the Company sufficient transportation volumes to meet the customer's natural gas requirements, the Company will furnish the customer emergency sales gas. The charge for emergency sales service will be the highest cost of gas purchased during that day by the Company, including penalties if applicable, plus \$1.50 per Ccf.

All revenue received from emergency sales service that exceed the amounts the Company was charged from its suppliers shall be considered as revenue recovery in the computation of the annual ACA factor.

MINIMUM:

The higher of the above rate for zero consumption plus applicable adjustments and surcharge, or the minimum as set forth by contract.

ADJUSTMENTS AND SURCHARGES:

The rates hereunder are subject to adjustments as provided in the following schedules, when applicable:

- 1. Purchased Gas Cost Adjustment (PGA).
- 2. Tax Adjustment Schedule (TA).
- 3. Electronic Gas Measurement Equipment (EGM)
- 4. Infrastructure Replacement Surcharge (ISRS).

DATE OF ISSUE September 28, 2004

DATE EFFECTIVE

October 28 2004

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ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

First Revised Original

'SHEET No. 91 SHEET No. 91

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE C

REC'D AUG 28 1998

STANDBY CHARGE:

If the Company's supplier implements a rate design that includes a demand billing charge, a standby charge consisting of the wholesale transportation rate times the customer peak demand will be charged.

EMERGENCY GAS SALES:

If a customer receiving service under this rate schedule fails to deliver to the Company sufficient transportation volumes to meet the customer's natural gas requirements, the Company will furnish the customer emergency sales gas. The charge for emergency sales service will be the highest cost of gas purchased during that day by the Company, including penalties if applicable, plus \$1.50 per Ccf.

All revenue received from emergency sales service that exceed the amounts the Company was charged from its suppliers shall be considered as revenue recovery in the computation of the annual ACA factor.

MINIMUM:

The higher of the above rate for zero consumption plus applicable adjusting Commiss and surcharge, or the minimum as set forth by contract.

ADJUSTMENTS AND SURCHARGES:

The rates hereunder are subject to adjustments as provided in the following schedules, when applicable: Missouri Public Service Commission

1. Purchased Gas Cost Adjustment (PGA).

3. Electronic Gas Measurement Equipment (EGM) FILED SEP 02 1998

DATE OF ISSUE August 1998

DATE EFFECTIVE month

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ISSUED BY: Charles B. Hemandez

Director, Pricing and Regulatory Affairs

P.S.C.	MU. No	<u>Original</u>	5	MEEL NO. 91	_
Missouri Gas End a Division of Sou	ergy, uthern Union Company	For	All Missouri S	ervice Areas	_
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sufficient trar Company will service will b	r receiving service under nsportation volumes to n Il furnish the customer em be the highest cost of g nalties if applicable, plus	neet the custome ergency sales gas gas purchased du	r's natural gas . The charge fo ring that day l	requirements, the remergency sales	
was charged:	eceived from emergency s from its suppliers shall be I ACA factor.				
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The higher of surcharge, or	of the above rate for ze r the minimum as set for	ro consumption th by contract.	plus applicable Service	adjustments and Uli Public Commission	
ADJUSTMENTS	S AND SURCHARGES:		CANC SE	EP 0 2 1998 RW. 1991	
The rates her when applica	reunder are subject to ac able:	ljustments as pro	vided in the fol	lowing schedules,	
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Vice President, Rates and Regulatory Affairs

ISSUED BY_

F. Jay Cummings

Second Revised First Revised

SHEET No. 92 SHEET No. 92

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE ITS

DELAYED PAYMENT CHARGE:

0.5% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS:

Service hereunder is further subject to the Company's General Terms and Conditions as approved by the Missouri Public Service Commission.

DATE OF ISSUE September 24, 2004

DATE EFFECTIVE

October

24 2004

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year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

First Revised Original

'SHEET No. 92 SHEET No. 92

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

Missouri Public | INTRASTATE TRANSPORTATION SERVE Price Commission

REC'D AUG 2 8 1998

DELAYED PAYMENT CHARGE:

1.5% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS:

Service hereunder is further subject to the Company's General Terms and Conditions as approved by the Missouri Public Service Commission.

CANCELLED

OCT 0 2 2004 By Dal 25 92 Public Service Commission

> Missouri Public Service Commission 9 8 - 1 4 0 FILED SEP 0 2 1998

DATE OF ISSUE August 28 1998

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DATE EFFECTIVE

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ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs

P.S.C.MO. No. <u>1</u>	<u>Original</u>	SHEET No. 92	
Missouri Gas Energy,			
a Division of Southern	Union Company For All Miss	souri Service Areas	
	Intrastate Transportation Ser	Vice HEGEIVED	
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DELAYED PAYMENT	CHARGE:		
2% will be added required by law or	to all bills not paid within 15 days a other regulation.	after rendition, unless otherwise	
OTHER TERMS AND	CONDITIONS:		
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1. Gene	eral Terms and Conditions where app	olicable for Gas Service.	
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ISSUED BY	Vice President,	Rates and Regulatory Affairs	

F. Jay Cummings

Third Revised
Second Revised

SHEET No. 93 SHEET No. 93

Missouri Gas Energy, <u>a Division of Southern Union Company</u>	For: All Missouri Service Area
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DATE OF ISSUE February 16, 2010 DATE	February 28, 2010 EFFECTIVE March 18, 2010

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ISSUED BY: Michael R. Noack

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<u>Director, Pricing and Regulatory Affairs</u>

Missouri Gas Energy, Kansas City, MO. 64111

day

Second Revised First Revised SHEET No. 93 SHEET No. 93

For: All Missouri Service Areas

Missouri Gas Energy, a Division of Southern Union Company

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

AVAILABLE

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

APPLICABLE

Applicable to gas service provided under contract to retail distributors for the sole purpose of compressing natural gas for use as a fuel in vehicular internal combustion engines.

Service under these schedules shall be through one or more meters at the option of the Company, provided they are located at the same premise. Service for any end use of gas other than the compression of natural gas for vehicle use, such as space heating, water heating, processing or boiler fuel use, is not permitted under these schedules as provided.

When more than one meter or metering facility is set at a single location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

The service provided under this rate schedule does not include the provision of compression services or facilities.

DATE OF ISSUE March 12 1997

month day year

DATE EFFECTIVE March 21 1997

month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

First Revised Original

同意促出 V回SHEET No. <u>93</u> SHEET No. 93

Missouri Gas Energy, a Division of Southern Union Company JAN 8 6 1937

For: All Missouri Service Areas

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

AVAILABLE

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

APPLICABLE

Applicable to gas service provided under contract to retail distributors for the sole purpose of compressing natural gas for use as a fuel in vehicular internal combustion engines.

Service under these schedules shall be through one or more meters at the option of the Company, provided they are located at the same premise. Service for any end use of gas other than the compression of natural gas for vehicle use, such as space heating, water heating, processing or boiler fuel use, is not permitted under these schedules as provided.

When more than one meter or metering facility is set at a single location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

The service provided under this rate schedule does not include the provision of compression services or facilities.

CANCELLED

NET MONTHLY BILL

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Rate

DATE OF ISSUE

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Customer Charge:

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Public Service Commission
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\$ 11.05 per month.

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Jan. 30, 1997

DATE EFFECTIVE February 1 1997 month day year

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

P.S.C.MO. No1	<u>Original</u>	SHEET No. 93
Missouri Gas Energy,		
a Division of Southern Union Compar	ny For <u>All Missouri Se</u>	rvice Areas
Interim Gas Servi	ice for Compression of Natural	Gas
For Use as a Fue	el in Vehicular Combustion Engi CNG	ines JAN - 7 1994
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AVAILABLE		
At points on the Company's e specified in the Index.	xisting distribution facilities loc	ated in the communities
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	ovided under contract to retail ral gas for use as a fuel in vehic	•
the Company, provided they use of gas other than the cor	es shall be through one or more are located at the same premi- npression of natural gas for vel essing or boiler fuel use, is no	se. Service for any end nicle use, such as space
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DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994
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ISSUED BY Vice President, Rates and Regulatory Affairs

F. Jay Cummings

Eighth Revised Seventh Revised SHEET No. 94 SHEET No. 94

Missouri Gas Energy, For: All Missouri Service Areas a Division of Southern Union Company This Sheet Left Blank Intentionally DATE OF ISSUE February DATE EFFECTIVE 18, 2010 16, 2010 March month day year month day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Seventh Revised Sixth Revised

SHEET No. 94 SHEET No. 94

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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

NET MONTHLY BILL

Rate

Fixed Monthly Charge:

\$18.39 per month

Volumetric Delivery Charge

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

\$0.17950 per Ccf for the first 600 Ccf delivered, plus

\$0.16752 per Ccf for all additional gas delivered.

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

\$0.12297 per Ccf for the first 600 Ccf delivered, plus

\$0.11103 per Ccf for all additional gas delivered.

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

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

Minimum

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

DATE OF ISSUE March 28. 2007 month day year

DATE EFFECTIVE April

day year

month April 3, 2007

CANCELLED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

February 28, 2010

Sixth Revised Fifth Revised

SHEET No. 94 SHEET No. 94

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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

NET MONTHLY BILL

Rate

Customer Charge: \$15.70 per month

Sales or Transportation Charge

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

\$0.15286 per Ccf for the first 600 Ccf sold or transported, plus \$0,14263 per Ccf for all additional gas sold or transported.

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

\$0.10459 per Ccf for the first 600 Ccf sold or transported, plus \$0.09439 per Ccf for all additional gas sold or transported.

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

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

Minimum

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

DATE OF ISSUE September 24, 2004 month day year

DATE EFFECTIVE - October 24

ISSUED BY: Michael R. Noack

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

Fifth_Revised Fourth Revised SHEET No. 94 SHEET No. 94

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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

NET MONTHLY BILL

CANCELLED

Missouri Public

Rate

Customer Charge: \$13.55 per month

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Sales or Transportation Charge

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

\$0.13464 per Ccf for the first 600 Ccf sold or transported, plus \$0.12441 per Ccf for all additional gas sold or transported.

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

\$0.08637 per Ccf for the first 600 Ccf sold or transported, plus \$0.07617 per Ccf for all additional gas sold or transported.

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

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

Minimum

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

DATE OF ISSUE July

2001 16, month day vear

DATE EFFECTIVE

THE STATE OF THE S day

ISSUED BY: Robert J. Hack

Missouri Public AUG 0 6 2001

Nice President, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

FILED AUG 06 2001 01-292 Service Commission

Fourth Revised
Third Revised

SHEET No. 94 SHEET No. 94

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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

NET MONTHLY BILL

CANCELLED

Missouri Public Service Commission

REC'D OCT 13 2000

<u>Rate</u>

Customer Charge: \$11.05 per month

AUG 0 6 2001 5+5-R5 94

Public Service Commission

Sales or Transportation Charge

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

\$0.13277 per Ccf for the first 600 Ccf sold or transported, plus \$0.12269 per Ccf for all additional gas sold or transported.

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

\$0.08517 per Ccf for the first 600 Ccf sold or transported, plus \$0.07511 per Ccf for all additional gas sold or transported.

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

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

Missouri Public Service Commission

Minimum

98-140 FILED NOV 01 2000

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

DATE OF ISSUE October 13, 2000 month day year

DATE EFFECTIVE

month day year

ISSUED BY: Robert J. Hack

NOV 0 1 2000

Vice President, Pricing and RegulatoryAffairs

Missouri Gas Energy, Kansas City, MO, 64111

Third Revised Second Revised 'SHEET No. 94 SHEET No. 94

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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

CNG

Missouri Public Service Commission

NET MONTHLY BILL

CANCELLED

REC'D AUG 2 8 1998

Rate

Customer Charge: \$11.05 per month

Public Service Commission

NOV 01 2000

Sales or Transportation Charge

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

\$0.13286 per Ccf for the first 600 Ccf sold or transported, plus \$0.12278 per Ccf for all additional gas sold or transported.

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

\$0.08523 per Ccf for the first 600 Ccf sold or transported, plus \$0.07516 per Ccf for all additional gas sold or transported.

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

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

Minimum

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

DATE OF ISSUE August 1998

month dav vear DATE EFFECTIVE

month day

iSSUED BY: Charles B. Hemandez

SEP 0 2 1998 Director, Pricing and RegulatoryAffairs

Second Revised First Revised

SHEET No. 94 SHEET No. 94

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

INTERIM GAS SERVICE FOR COMPRESSION OF NATURAL GAS

RECEIVED

FOR USE AS A FUEL IN VEHICULAR COMBUSTION ENGINES

CNG

<u>M∆R 1 2</u> 1997

NET MONTHLY BILL

Missouri Public Service Commission

MISSOURI Public Service Comm.sc.

Rate

Customer Charge: \$ 11.05 per month CANC SEP 0 2 1998 YOU 3 TO RW . SONT. 94

Sales or Transportation Charge

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

\$1.1467 per MCF for the first 60 MCF sold or transported, plus

\$1.0597 per MCF for all additional gas sold or transported.

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

\$0.7356 per MCF for the first 60 MCF sold or transported, plus

\$0.6487 per MCF for all additional gas sold or transported.

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

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

<u>Minimum</u>

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

DATE OF ISSUE March 18

month

DATE EFFECTIVE

March month

ISSUED BY: ____Charles B. Hernandez

1997

day year

Director, Pricing and Regulate ARffairs 1997

First Revised Original

SHEET No. 94

Missouri Gas Energy, a Division of Southern Union Company

JAH E G 1037 For: All Missouri Service Areas Missouri

INTERIM GAS SERVICE FOR COMPRESSION OF NATURAL GASISSICS

FOR USE AS A FUEL IN VEHICULAR COMBUSTION ENGINES

CNG

CANCELLED

NET MONTHLY BILL (continued)

Rate (continued)

Sales or Transportation Charge

MAR 21 1997

BY 2nd RS94
Public Service Commission

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

\$1,1239 per MCF for the first 60 MCF sold or transported, plus \$1,0369 per MCF for all additional gas sold or transported.

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

\$0.7128 per MCF for the first 60 MCF sold or transported, plus \$0.6259 per MCF for all additional gas sold or transported.

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

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

FILED

Minimum

The higher of the customer charge plus applicable adjustments and surcharges, or the minimum as set forth by contract.

DATE OF ISSUE

30, 1997

DATE EFFECTIVE

<u>February</u>

1997

month

day year

month

day

ISSUED BY: Charles B. Hernandez

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

P.S.C.MO. No1

Original

SHEET No. 94

Missouri	Gas	Energy,
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a Division of Southern Union Company For _

All Missouri Service Areas

Interim Gas Service for Compression of Natural Gas
For Use as a Fuel in Vehicular Combustion Engines

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enicular Compustion Engines
CNG

JAN - 7 1994

NET MONTHLY BILL (continued)

MISSOURI | Public Service Commission

Rate (continued)

Sales or Transportation Charge

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

\$1.1143 per MCF for the first 60 MCF sold or transported, plus

\$1.0273 per MCF for all additional gas sold or transported.

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

\$0.7032 per MCF for the first 60 MCF sold or transported, plus \$0.6163 per MCF for all additional gas sold or transported.

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

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

Minimum

The higher of the customer charge plus applicable adjustments and surcharges, or the minimum as set forth by contract.

FILED

FEB 1 1994

MO. PUBLIC SERVICE COMM

DATE OF ISSUE January month

7 1994 day y

vear

DATE EFFECTIVE. February

E. February month <u>1 19</u> day year

ISSUED BY

Vice President, Rates and Regulatory Affairs

F. Jay Cummings

Service Commission

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

SHEET No. <u>95</u> SHEET No. <u>95</u>

Missouri Gas Ene a Division of Sout	rgy, <u>hern Union</u>	Com	pany		For:	All Missour	<u>ri Service</u>	Areas
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	***					Februar	/ 28, 2010	
DATE OF ISSUE				DATE EFFEC	TIVE	<u>March</u>	18, 20	<u> </u>
	month	_	year		<u>.</u> .	month	day	year
SSUED BY:!	Michael R.	Noac	<	Directo Missouri Gas E	or, Pric nerav.	ing and Re Kansas C	gulatory . itv. MO.	<u>Attairs</u> 64111

Third Revised Second Revised SHEET No. 95 SHEET No. 95

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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

NET MONTHLY BILL (continued)

Adjustments and Surcharges

The rates and minimum charges hereunder are subject to adjustments as provided in the following schedules:

- 1. Purchased Gas Cost Adjustment Schedule (PGA). The purchased gas cost will be the Small General Service (SGS) gas cost stated on Sheet No. 24.3.
- 2. Tax Adjustment Schedule (TA),
- Infrastructure Replacement Surcharge (ISRS).

Delayed Payment Charge

0.5% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS

Service hereunder is further subject to the following terms and conditions as approved by the Missouri Public Service Commission.

- 1. General Terms and Conditions (GTC)
- 2. Transportation Provisions (TRPR)

DATE OF ISSUE September 24, 2004

DATE EFFECTIVE

October

2004

day

month

day year

month

year

ISSUED BY: Michael R. Noack

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

SHEET No. 95 SHEET No. 95

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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

Missouri Public Service Commissior

NET MONTHLY BILL (continued)

RECD AUG 28 1998

Adjustments and Surcharges

The rates and minimum charges hereunder are subject to adjustments as provided in the following schedules:

- 1. Purchased Gas Cost Adjustment Schedule (PGA). The purchased gas cost will be the Small General Service (SGS) gas cost stated on Sheet No. 24.7.
- 2. Tax Adjustment Schedule (TA),

Delayed Payment Charge

1.5% will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS

Service hereunder is further subject to the following terms and conditions as approved by the Missouri Public Service Commission.

1. General Terms and Conditions (GTC)

2. Transportation Provisions (TRPR)

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Missouri Public Service Commission 98-140 FILED SEP 021998

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Public Service Commission

DATE OF ISSUE August 28 1998 month day year

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month day year

ISSUED BY: Charles B. Hernandez

SEP 0 2 1998 Director, Pricing and RegulatoryAffairs

P.S.C. MO. No. 1 Canceling P.S.C. MO. No. 1

First Revised Original

局层低层(VED SHEET No. 95

Missouri Gas Energy, a Division of Southern Union Company 書記 2 6 1337

For: All Missouri Service Areas WISSOURI

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

NET MONTHLY BILL (continued)

Adjustments and Surcharges

The rates and minimum charges hereunder are subject to adjustments as provided in the following schedules:

- 1. Purchased Gas Cost Adjustment Schedule (PGA). The purchased gas cost will be the Small General Service (SGS) gas cost stated on Sheet No. 18.
- Tax Adjustment Schedule (TA),

Delayed Payment Charge

Two percent will be added to all bills not paid within 15 days after rendition. unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS

Service hereunder is further subject to the following terms and conditions as approved by the State Public Service Commission.

1. General Terms and Conditions (GTC)

2. Transportation Provisions (TRPRMissouri Public Service Commission

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DATE OF ISSUE

Jan. 30, 1997 month day year

DATE EFFECTIVE

February month day 1997 year

ISSUED BY: <u>Charles B. Hernandez</u>

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

P.S.C.MO. No.	1	<u>Original</u>	SHEET No	95
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Missouri Gas Energy,

a Division of Southern Union Company For All Missouri Service Areas ECFIVED

Interim Gas Service for Compression of Natural Gas For Use as a Fuel in Vehicular Combustion Engines

CNG

JAN - 71994

MISSOURI Public Service Commission

NET MONTHLY BILL (continued)

Adjustments and Surcharges

The rates and minimum charges hereunder are subject to adjustments as provided in the following schedules:

- 1. Purchased Gas Cost Adjustment Schedule (PGA). The purchased gas cost will be the Small General Service (SGS) gas cost stated on Sheet No. 18.
- 2. Tax Adjustment Schedule (TA).

Delayed Payment Charge

Two percent will be added to all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS

Service hereunder is further subject to the following terms and conditions as approved by the State Public Service Commission.

- 1. General Terms and Conditions (GTC)
- 2. Transportation Provisions (TRPR)

CANCELLED

FEB 1 1997

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Pub.: Service Commission

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FEB 1 1994

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DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994

month day year month day year

ISSUED BY______ Vice President, Rates and Regulatory Affairs

Sixth Revised Fifth Revised

SHEET No. 96 SHEET No. 96

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

WEATHERIZATION PROGRAM

Description and Availability: In accord with this tariff, and pursuant to the terms and conditions of stipulations and agreements filed and approved in Case Nos. GR-96-285, GR-2001-292 and GR-2006-0422, the Company will provide \$750,000 annually (the program funds) for a residential weatherization program, including energy education, primarily for lower income customers. The program will allocate \$551,448 of the annual funds to City of Kansas City, Missouri (KCMO), including the counties of Clay, Platte, and Jackson. The Kansas City program will be administered by the City pursuant to written contract, currently in effect between Kansas City and MGE. The remainder of the program funds totaling \$198,552 will be administered throughout the rest of the MGE service territory by Social Agencies approved by MGE; provided, however, that \$20,000 of the funds (allocated as above) shall be devoted to a study of the effectiveness of the program undertaken in conjunction with Kansas City Power & Light Company, if possible, and in collaboration with the Commission Staff, the Office of the Public Counsel, among others.

<u>Purpose:</u> This program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by the Company.

Terms and Conditions:

- The program will offer grants for weatherization services to eligible customers. The program will be primarily directed to lower income customers with high usage and/or bad debts.
- 2. The total amount of grants offered to a customer will be determined by the costeffective improvements that can be made to a customer's residence. The average
 expenditure per customer in each program year will not exceed the adjusted average
 expenditure limit determined by the US Department of Energy for that program year.
- 3. Program funds cannot be used for administrative costs except those incurred by the City of Kansas City and other Social Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per program year shall not exceed 13% of the total program funds, as defined in the agreement between the Company and KCMO or the Social Agency within a program year.
- 4. The City of Kansas City, the Social Agencies and the Company agree to consult with Staff and Public Counsel (and any other party agreeable to Company, Staff, Public Counsel and the City) during the term of the program.

DATE OF ISSUE November 8, 2007 DATE EFFECTIVE December 8, 2007 month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Fifth Revised Fourth Revised SHEET No. 96 SHEET No. 96

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

WEATHERIZATION PROGRAM

Description and Availability: In accord with this tariff, and pursuant to the terms and conditions of stipulations and agreements filed and approved in Case Nos. GR-96-285, GR-2001-292 and GR-2006-0422, the Company will provide \$750,000 annually (the program funds) for a residential weatherization program, including energy education, primarily for lower income customers. The program will allocate \$551,448 of the annual funds to City of Kansas City, Missouri, including the counties of Clay, Platte, and Jackson. The Kansas City program will be administered by the City pursuant to written contract, currently in effect between Kansas City and MGE. The remainder of the program funds totaling \$198,552 will be administered throughout the rest of the MGE service territory by Social Agencies approved by MGE; provided, however, that \$20,000 of the funds (allocated as above) shall be devoted to a study of the effectiveness of the program undertaken in conjunction with Kansas City Power & Light Company, if possible, and in collaboration with the Commission Staff, the Office of the Public Counsel, among others.

Purpose: This program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by the Company.

Terms and Conditions:

- 1. The program will offer grants for weatherization services to eligible customers. The program will be primarily directed to lower income customers with high usage and/or bad debts.
- 2. The total amount of grants offered to a customer will be determined by the costeffective improvements that can be made to a customer's residence, which shall not exceed \$3,000, and is expected to average \$1,750.
- 3. Program funds cannot be used for administrative costs except those incurred by the City of Kansas City and other Social Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed \$325 for each participating household.
- 4. The City of Kansas City, the Social Agencies and the Company agree to consult with Staff and Public Counsel (and any other party agreeable to Company, Staff, Public Counsel and the City) during the term of the program.

DATE OF ISSUE March 28, 2007

DATE EFFECTIVE April

day year month

month day year

April 3, 2007

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

ISSUED BY: Michael R. Noack



Fourth Revised Third Revised

SHEET No. 96 SHEET No. 96

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

WEATHERIZATION PROGRAM

Description and Availability: In accord with this tariff, and pursuant to the terms and conditions of stipulations and agreements filed and approved in Case Nos. GR-96-285 and GR-2001-292, the Company will provide \$500,000 annually (the program funds) for a residential weatherization program, including energy education, primarily for lower income customers. The program will allocate \$367,632 of the annual funds to City of Kansas City, Missouri, including the counties of Clay, Platte, and Jackson. The Kansas City program will be administered by the City pursuant to written contract, currently in effect between Kansas City and MGE. The remainder of the program funds totaling \$132,368 will be administered throughout the rest of the MGE service territory by Social Agencies approved by MGE.

Purpose: This program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by the Company.

Terms and Conditions:

- 1. The program will offer grants for weatherization services to eligible customers. The program will be primarily directed to lower income customers with high usage and/or bad debts.
- 2. The total amount of grants offered to a customer will be determined by the costeffective improvements that can be made to a customer's residence, which shall not exceed \$3,000, and is expected to average \$1,750.
- 3. Program funds cannot be used for administrative costs except those incurred by the City of Kansas City and other Social Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed \$325 for each participating household.
- 4. The City of Kansas City, the Social Agencies and the Company agree to consult with Staff and Public Counsel (and any other party agreeable to Company, Staff, Public Counsel and the City) during the term of the program.

DATE OF ISSUE September 24, 2004 month

day year

DATE EFFECTIVE October year month day Ocotober 2, 2004

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Third Revised Second Revised

SHEET No. 96 SHEET No. 96

Missouri Gas Energy. a Division of Southern Union Company

For: All Missouri Service Areas Missouri Public

PROMOTIONAL PRACTICES

WEATHERIZATION PROGRAM

Service Commission

Description and Availability: In accord with this tariff, and pursuant to the terms and conditions of stipulations and agreements filed and approved in Case Nos. GR-96-285 and GR-2001-292, the Company will provide \$340,000 annually (the program funds) for a residential weatherization program, including energy education, primarily for lower income customers. The program will allocate \$250,000 of the annual funds to City of Kansas City, Missouri, including the counties of Clay, Platte, and Jackson. The Kansas City program will be administered by the City pursuant to written contract, currently in effect between Kansas City and MGE. The remainder of the program funds totaling \$90,000 will be administered throughout the rest of the MGE service territory by Social Agencies approved by MGE.

Purpose: This program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by the Company.

Terms and Conditions:

- 1. The program will offer grants for weatherization services to eligible customers. The program will be primarily directed to lower income customers with high usage and/or bad debts.
- 2. The total amount of grants offered to a customer will be determined by the costeffective improvements that can be made to a customer's residence, which shall not exceed \$3,000, and is expected to average \$1,750.
- 3. Program funds cannot be used for administrative costs except those incurred by the City of Kansas City and other Social Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed \$300 for each participating household.
- 4. The City of Kansas City, the Social Agencies and the Company agree to consult with Staff and Public Counsel (and any other party agreeable to Company, Staff, Public Counsel and the City) during the term of the program.

CANCELLED

Missouri Public

OCT 0 2 2004 Public Service Commission

FILED AUG 0 6 2001 01-292 Service Commission

DATE OF ISSUE July 16. 2001

month day year DATE EFFECTIVE

APOPELS ALCOHOL month day year

ISSUED BY: Robert J. Hack

AUG 0 6 2001 Vice President, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111

P.S.C. MO. No. 1 Cancelling P.S.C. MO. No. 1 Second Revised First Revised SHEET No. 96 SHEET No. 96

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

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

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MAY 2 1997

EXPERIMENTAL WEATHERIZATION PROGRAM

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Description and Availability: In accord with this tariff, and pursuant to the terms and conditions of a stipulation and agreement (pertaining to the experimental weatherization program) filed and approved in Case No. GR-96-285, the Company will provide \$250,000 annually (the program funds) for an experimental residential weatherization grant and loan program, including energy education, primarily for lower income customers. The program will be administered by the City of Kansas City, Missouri pursuant to a written contract, to be entered into on or before June 6, 1997, between the City and MGE which will take effect after it is approved by the Commission. MGE and the City will consult with Staff and Office of the Public Counsel prior to execution of the contract and its submission to the Commission. While it is experimental, the program will be limited to existing low-income to middle-income (as defined by the Office of Management & Budget (OMB)), Missouri Gas Energy (MGE) residential customers within Clay, Platte, and Jackson Counties in Missouri.

<u>Purpose:</u> This program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by the Company.

<u>Terms and Conditions</u>: Unless specifically exempted in any of the following terms and conditions the following terms and conditions, at a minimum, shall be included in any agreement between MGE and the City of Kansas City concerning administration of the program.

- The program will offer a combination of grants and interest rate subsidies based upon the eligible customer's income and family size. The program will be primarily directed to lower income customers with high usage and/or bad debts.
- 2. The total amount of loans and grants offered to a customer will be determined by the cost-effective improvements that can be made to a customer's residence, which shall not exceed \$3,000, and is expected to average \$1,750.

DATE OF ISSUE May 2 1997

DATE EFFECTIVE

<u>June</u>

<u>1 1997</u>

month day year

month

day

year

ISSUED BY LEFT Charles B. Hernandez

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

AUG 0 6 2001

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Public Service Commission

JUN 1 1997 97-483 MO. PUBLIC SERVICE COMM

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

SHEET No. <u>96</u> に直接とWSHEET No. 96

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES Public Service Commission PP

EXPERIMENTAL WEATHERIZATION PROGRAM

Description and Availability: In accord with this tariff, and pursuant to the terms and conditions of a stipulation and agreement (pertaining to the experimental weatherization program) filed and approved in Case No. GR-96-285, the Company will provide \$250,000 annually (the program funds) for an experimental residential weatherization grant and loan program, including energy education, primarily for lower income customers. The program will be administered by the City of Kansas City, Missouri pursuant to a written contract between the City and MGE which will take effect after it is approved by the Commission. MGE and the City will consult with Staff and Office of the Public Counsel prior to execution of the contract and its submission to the Commission. While it is experimental, the program will be limited to existing low-income to middle-income (as defined by the Office of Management & Budget (OMB)), Missouri Gas Energy (MGE) residential customers within Clay, Platte, and Jackson Counties in Missouri.

Purpose: This program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by the Company.

Terms and Conditions: Unless specifically exempted in any of the following terms and conditions the following terms and conditions, at a minimum, shall be included in any agreement between MGE and the City of Kansas City concerning administration of the program.

15 The program will offer a combination of grants and interest rate subsidies based upon the eligible customer's income and family size. The program will Ë be primarily directed to lower income customers with high usage and/or[நீச்ஷி 🗒 🞧 **ढ़ॕॿॕ**ebts.

Be total amount of loans and grants offered to a customer will be determined $\frac{1}{2}$ \mathbf{y} the cost-effective improvements that can be made to a customer's $\mathbf{9}$ residence, which shall not exceed \$3,000, and is expected to average \$1,750 scan

DATE OF ISSUE

Jan. 30, 1997 month day year

DATE EFFECTIVE

February . month

day

year

ISSUED BY: ___ Charles B. Hernandez

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

Original

SHEET No. 96

Missouri	Gas	Energy,
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a Division of Southern Union Company

For ___ All Missouri Sergi

PROMOTIONAL PRACTICES

PP

JAN -71994

MISSOURI Public Service Commission

EMPLOYEE PURCHASE PLAN

DESCRIPTION AND AVAILABILITY:

Employees shall include current employees, retirees and members of the board of directors. All employees of the Company living in Missouri are eligible to receive financing from the Company for gas air conditioning equipment, other non-gas equipment and accessories needed for installation of gas air conditioning equipment, gas appliances, non-gas appliances, and accessories needed for installation. of gas and non-gas appliances.

PURPOSE:

This program is provided as an employee benefit.

TERMS AND CONDITIONS:

FEB 1 1997

Puba. Service Commission

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- (A) The equipment must be installed in a residence which is owned and occupied by the employee;
- (B) The financed amount will be no more than the total cost of the air conditioner, furnace (if required), appliances, accessories, freight and materials:
- (C) No down payment will be required;
- With respect to gas air-conditioning equipment, other non-gas equipment (D) and accessories needed for installation of gas air-conditioning equipment on the Company's gas mains the Company will finance the purchase price without interest for a period not to exceed 60 months;
- (E) With respect to all other items, the Company will finance the nurchase price at 6% interest for a period not to exceed 36 months.

1994 DATE EFFECTIVE Februar DATE OF ISSUE January month day year

ISSUED BY

Vice President, Rates and Regulatory Affairs

F. Jay Cummings

Fourth Revised Third Revised

SHEET No. 97 SHEET No. 97

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

- 5. This program will continue until the effective date of an order of the Commission in the Company's next general rate case, unless otherwise ordered by the Commission. With the primary assistance of the City of Kansas City and the other participating Social Agencies, the Company shall submit a report on the program to the Staff, and Public Counsel on or before April 15, 2002 and on the same date for each succeeding year in which the program continues. Each report will address the progress of the program, and provide an accounting of the funds received and spent on the program during the preceding calendar year. The report will include the following information with breakdowns for the city of Kansas City and each of the other participating social agencies:
 - a. Program funds provided by MGE.
 - b. Amount of program funds, if any, rolled over from previous year.
 - c. Amount of administrative funds retained by the social agency.
 - d. Number of weatherization jobs completed and total cost (excluding administrative funds) of jobs completed.
 - e. Number of weatherization jobs "in progress" at the end of the calendar vear.

The report shall be subject to audit by the Commission Staff and Public Counsel. To the extent that \$750,000 exceeds the total cost expended on the program, the amount of the excess shall be "rolled over" to be utilized for the weatherization program in the succeeding year, excepting that if there is an excess at the time the program terminates, the amount of excess shall be transmitted to MGE. MGE thereafter shall credit the amount of the excess to its refund account under the experimental gas cost incentive mechanism and flow that excess back to ratepayers under that mechanism.

6. MGE, City, and Social Agency Agreement: Staff, Public Counsel, the City, the Social Agencies and MGE agree that any controversy, complaint, claim or dispute arising out of or relating to the agreement between the City, Social Agencies and MGE shall be settled by compulsory arbitration before the Commission. Staff, Public Counsel, the City Social Agencies or MGE may file a request for such arbitration in accord with Commission rules or an agreed upon procedure. If no procedure is provided in the rules or agreed to within 30 days of the request, then the same shall be governed by the rules of the American Arbitration Association. Pending the outcome of the arbitration, and unless otherwise ordered by the Commission, MGE may withhold from the City or Social Agency so much of the program fund installment(s) owed under the agreement that are relevant to the dispute, or otherwise so much of the program funds that will protect MGE's interests.

DATE OF ISSUE March 2007 day year month

DATE EFFECTIVE _April

2007 vear April 3, 2007

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111 Third Revised Second Revised SHEET No. 97 SHEET No. 97

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

- 5. This program will continue until the effective date of an order of the Commission in the Company's next general rate case, unless otherwise ordered by the Commission. With the primary assistance of the City of Kansas City and the other participating Social Agencies, the Company shall submit a report on the program to the Staff, and Public Counsel on or before April 15, 2002 and on the same date for each succeeding year in which the program continues. Each report will address the progress of the program, and provide an accounting of the funds received and spent on the program during the preceding calendar year. The report will include the following information with breakdowns for the city of Kansas City and each of the other participating social agencies:
 - a. Program funds provided by MGE.
 - b. Amount of program funds, if any, rolled over from previous year.
 - c. Amount of administrative funds retained by the social agency.
 - Number of weatherization jobs completed and total cost (excluding administrative funds) of jobs completed.
 - e. Number of weatherization jobs "in progress" at the end of the calendar year.

The report shall be subject to audit by the Commission Staff and Public Counsel. To the extent that \$500,000 exceeds the total cost expended on the program, the amount of the excess shall be "rolled over" to be utilized for the weatherization program in the succeeding year, excepting that if there is an excess at the time the program terminates, the amount of excess shall be transmitted to MGE. MGE thereafter shall credit the amount of the excess to its refund account under the experimental gas cost incentive mechanism and flow that excess back to ratepayers under that mechanism.

6. MGE, City, and Social Agency Agreement: Staff, Public Counsel, the City, the Social Agencies and MGE agree that any controversy, complaint, claim or dispute arising out of or relating to the agreement between the City, Social Agencies and MGE shall be settled by compulsory arbitration before the Commission. Staff, Public Counsel, the City Social Agencies or MGE may file a request for such arbitration in accord with Commission rules or an agreed upon procedure. If no procedure is provided in the rules or agreed to within 30 days of the request, then the same shall be governed by the rules of the American Arbitration Association. Pending the outcome of the arbitration, and unless otherwise ordered by the Commission, MGE may withhold from the City or Social Agency so much of the program fund installment(s) owed under the agreement that are relevant to the dispute, or otherwise so much of the program funds that will protect MGE's interests.

DATE OF ISSUE September 24, 2004 month day year

DATE EFFECTIVE October

October 24 2004

month day year Ocotober 2, 2004

ISSUED BY: Michael R. Noack

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



P.S.C. MO. No. 1 Cancelling P.S.C. MO. No. 1

Second Revised First Revised

SHEET No. 97 SHEET No. 97

Missouri Gas Energy, a Division of Southern Union Company Missouri Public

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

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- 5. This program will continue until the effective date of an order of the Commission in the Company's next general rate case, unless otherwise ordered by the Commission. With the primary assistance of the City of Kansas City and the other participating Social Agencies, the Company shall submit a report on the program to the Staff, and Public Counsel on or before April 15, 2002 and on the same date for each succeeding year in which the program continues. Each report will address the progress of the program, and provide an accounting of the funds received and spent on the program during the preceding calendar year. The report will include the following information with breakdowns for the city of Kansas City and each of the other participating social agencies: CANCELLED
 - Program funds provided by MGE.
 - b. Amount of program funds, if any, rolled over from previous year.
 - c. Amount of administrative funds retained by the social agency.
 - d. Number of weatherization jobs completed and total cost (excluding administrative funds) of jobs completed.
 - e. Number of weatherization jobs "in progress" at the end of the calendar

incentive mechanism and flow that excess back to ratepayers under that mechanism.

OCT 0 \$ 2004

The report shall be subject to audit by the Commission Staff and Public Counsel. To the extent that \$340,000 exceeds the total cost expended on the program, the amount of the excess shall be "rolled over" to be utilized for the weatherization program in the succeeding year, excepting that if there is an excess at the time the program terminates, the amount of excess shall be transmitted to MGE. MGE thereafter shall credit the amount of the excess to its refund account under the experimental gas cost

6. MGE, City, and Social Agency Agreement: Staff, Public Counsel, the City, the Social Agencies and MGE agree that any controversy, complaint, claim or dispute arising out of or relating to the agreement between the City, Social Agencies and MGE shall be settled by compulsory arbitration before the Commission. Staff, Public Counsel, the City Social Agencies or MGE may file a request for such arbitration in accord with Commission rules or an agreed upon procedure. If no procedure is provided in the rules or agreed to within 30 days of the request, then the same shall be governed by the rules of the American Arbitration Association. Pending the outcome of the arbitration, and unless otherwise ordered by the Commission, MGE may withhold from the City or Social Agency so much of the program fund installments(s) owed under the agreement that are relevant to the dispute, or otherwise so much of the program funds that will protect MGE's interests.

Missouri Public

DATE OF ISSUE 2001 July month year day

FILEPARE FEET YES

ISSUED BY: Robert J. Hack

01-292 AUG 06 2001 Service Compraining and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

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

REGELVESHEET No. 97

Missouri Gas Energy, a Division of Southern Union Company

For All Missouri Service Areas

PROMOTIONAL PRACTICES rolasimmoව erie පුපිට්රීම් PP

- 3. Program funds cannot be used for administrative costs except those incurred by the City of Kansas City that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed \$300 for each participating household.
- 4. Loans to customers under this program will be administered by participating banks. In no event shall a customer's performance with respect to a loan under this paragraph be used as a basis for receiving or continuing utility service from the Company. The Company shall not be required to buy back or otherwise pursue collection on the non-performing loans.
- 5. The City of Kansas City and the Company both agree to consult with Staff and Public Counsel (and any other party agreeable to Company, Staff, Public Counsel and the City) during the term of the program.
- 6. A Program participant's bill will not be calculated using an estimated meter read. If the Company regularly experiences difficulties obtaining regular meter reads, the Company will install on the meter and utilize a remote reading attachment.

CANCELL FD

AUG Q 6 2001 2ND RS 97 Public Service Commission MISSOURI

FILED

DATE OF ISSUE

30, Jan. month day year

DATE EFFECTIVE

<u>February</u>

month

day

year

ISSUED BY: Charles B. Hernandez

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

P.S.C.M	MO. No1	Original	SHEET No	97
Missouri Gas Ene	ergy, uthern Union Company	ForAll	Missouri Service	GEIVED
	PROMOTIC	NAL PRACTICES	JA	N - 7 1994
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(F)	The employee will be rec	quired to make mont	hly installment paym	ents;
(G)	The Company will provide cooled to the employee installed in a residence se	e for gas air condi	tioning equipment v	which is
(H)	The employee will be regranting the Company as the Uniform Commercial and	secured interest in th	e air conditioner und	er
(1)	The Company will record governmental agencies.	d the financing stated	ment with the approp	oriate
NON-EMP	PLOYEE FINANCING PRO	<u>GRAM</u>		
DESCRIP	TION AND AVAILABILITY	′:		
Misso natur	redit-qualified, non-employ ouri service areas are elig al gas air conditioning equ ng equipment.	gible to obtain finan	cing from the Com	pany for
PURPOSE	E:			
condi	rovide a convenient mear itioning equipment and, oment connected to Comp CANCELL	in conjunction the eany's gas mains.		-
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DATE OF ISSUE January 7 1994 DATE EFFECTIVE February month day year month day year

ISSUED BY_______F. Jay Cummings

Vice President, Rates and Regulatory Affairs

P.S.C. MO. No. <u>1</u> <u>Original</u> SHEET No. <u>97a</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

WEATHERIZATION PROGRAM - ARRA Variance

<u>Purpose:</u> This Variance (Variance) to the MGE <u>Weatherization Program</u> (WP) (Sheet Nos. 96-97) is intended to enhance weatherization of qualified Customer's homes and subsequently reduce their energy usage. This Variance will assist the Local Social Services Agencies (Agencies) in carrying out WP in accordance with the Federal American Recovery and Reinvestment Act (ARRA) of 2009. The ARRA greatly expands the Federal funding available to the Low Income Weatherization Assistance Program (LIWAP) administered by the U.S. Department of Energy (DOE) through the Missouri Department of Natural Resources (DNR), Energy Center (EC). The ARRA also increases the average amount the LIWAP may spend to weatherize a home. This Variance will allow LIWAP Agencies to redirect funds allocated for 2009 WP weatherization funds as specified in <u>Description</u>.

The current Weatherization Program assists customers through conservation, education and weatherization in reducing their use of energy.

The Company's participation in the WP is limited to the funds set forth in the Low Income Weatherization section of Report and Order approved by the Missouri Public Service Commission (Commission) in Case No. GR-2006-0422. Funds spent using this Variance will be considered as funds spent for the WP.

<u>Availability:</u> Weatherization provided to eligible Customers will be enhanced beyond what is provided under the LIW as a result of the ARRA and this Variance.

Administration: The WP will continue to be administrated by the City of Kansas City, Missouri (KCMO) and Agencies in the WP. The funding under the Variance is available to the KCMO or Agencies that qualify and assist Customers under the LIWAP

<u>Term:</u> The variance to the WP will be effective starting on the effective date of this tariff, through December 31, 2009.

<u>Description:</u> KCMO and the other Agencies that administer the WP may use the Variance funds for expenditures as categorized below. Expenditures must include notation of the appropriate category.

- I. Equipment
 - a. Blower Door
 - b. Combustion Gas Detector
 - c. CO/Combustion Gas Monitor
 - d. Infrared Camera
 - e. Vehicles/trailers
 - f. Insulation Blowers
 - g. Hand Tools
- II. Workforce
- III. Training
 - a. Basic Weatherization
 - b. Building Performance Institute Training
 - c. Whole House Protocol
 - d. Lead Safe

DATE OF ISSUE March, 27 2009 DATE EFFECTIVE April 26, 2009 month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

P.S.C. MO. No. <u>1</u> <u>Original</u> SHEET No. <u>97b</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

- IV. Administration
 - a. Administrative Support Staff
 - b. Office equipment
 - c. Office furniture
- V. Space Needs
 - a. Office Space
 - b. Storage Space
- VI. Outreach to Eligible Customers

The Company will review expenditures for appropriateness and reasonableness.

Definitions:

WP - MGE Low Income Weatherization described in Tariff Sheet Nos. 96 and 97.

LIWAP -- Low Income Weatherization Assistance Program (LIWAP) administered by the U.S. Department of Energy (DOE) through the Missouri Department of Natural Resources (DNR), Energy Center (EC)

Agency – A Local Social Service Agency that is a DNR-EC subcontractor that provides the LIWAP in an area of the state

<u>Funding:</u> The total amount of the Variance funds will be defined in an agreement between the Company and KCMO or the Company and the Agency. The total amount of the program funds will not exceed the annual amount provided in Sheet No. 96 – <u>Weatherization Program</u>.

Any Program Funds rolled over under the current <u>Weatherization Program</u> will remain available to the agencies to apply costs and administration under the guidance of the <u>Weatherization Program</u> Sheet Nos. 96 and 97.

Reporting and Evaluation:

KCMO and the Agencies that administer funds under the Variance, will submit a monthly report(s) to MGE and EC. Each report will provide an accounting of the funds received and spent monthly during the Variance term. The report will include the following information with breakdowns for each of the Agencies:

- a: Funds provided by the Company and spent on each of the categories defined above;
- b: Homes weatherized for the Company's customers;
- c: Number of weatherization jobs completed; and
- d: Number of weatherization jobs "in progress" at the end of the Variance.

At the end of the Variance term the Company and EC will provide a report that will summarize and evaluate the effect of the Variance. The reports shall be subject to audit by the Commission Staff and Public Counsel.

DATE OF ISSUE March 27, 2009

month day year

DATE EFFECTIVE April 26, 2009

month day year

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

P.S.C. MO. No. 1 As Cancelling P.S.C. MO. No. 1 Ninth Revised Eighth Revised SHEET No. 98 SHEET No. 98

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

RESIDENTIAL NATURAL GAS ENERGY EFFICIENCY INITIATIVES

A. Energy Efficiency Education Program

As an Energy Star® partner, MGE will continue to make information available to customers and, where possible, work in cooperation with other Energy Star® partners and other energy efficiency collaboratives to further public education programs. In addition MGE will continue to promote the use of an online energy analyzer through its web site.

B. High-Efficiency Natural Gas Water Heating and Space Heating Incentive Program

The High-Efficiency Natural Gas Water Heater and Space Heating Incentive Program is an incentive program designed to encourage customers to use energy efficient equipment through the purchase and installation of high efficiency natural gas water heaters and/or space heating systems. Incentives are offered for a portion of the cost of such systems that meet Energy Star® criteria (where applicable). Company's participation in such financial incentives is limited to the funding levels specified in the Commission's Report and Order in Case No. GR-2009-0355 subject to adjustment as provided therein.

DEFINITIONS:

Administrator - MGE may administer the program exclusively in-house and/or in partnership with contracted vendors (as necessary).

Participant - An existing customer with an active account who is being served under the Company's Residential rate class who purchase and install a qualifying natural gas water heating or space heating systems, as described in the program, within MGE's service territory.

AVAILABILITY:

The program is available to any active MGE residential customer (no final bill or inactive accounts) who purchase and install a natural gas space heating or water heating system that meets Energy Star® criteria (where applicable) within MGE's service territory.

Residential customers will be eligible to receive the following rebates:

- \$ 50 for tank water heater greater than or equal to .62 but less than .67 EF
- \$125 for tank water heater greater than or equal to .67 but less than .79 EF
- \$200 for .80 EF or greater condensing tank water heater or .82 or greater EF tankless water heater
- \$200 for a natural gas furnace greater than or equal to, 90 but less than .96 AFUE
- \$300 for a natural gas furnace .96 AFUE or greater.
- \$450 for a combination furnace/water heater that meets current Energy Star® criteria.
- \$200 for a natural gas boiler system that meets current Energy Star® criteria.
- \$25 for a programmable thermostat if purchased in conjunction with a space heating system.

2011 DATE OF ISSUE November 9 month day year

DATE EFFECTIVE

December 9 2011 month day vear

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111 FILED

JG-2012-0212

CANCELLED

Eighth Revised
Seventh Revised

SHEET No. 98 SHEET No. 98

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

RESIDENTIAL NATURAL GAS ENERGY EFFICIENCY INITIATIVES

A. Energy Efficiency Education Program

As an Energy Star® partner, MGE will continue to make information available to customers and, where possible, work in cooperation with other Energy Star® partners and other energy efficiency collaboratives to further public education programs. In addition MGE will continue to promote the use of an online energy analyzer through its web site.

B. High-Efficiency Natural Gas Water Heating and Space Heating Incentive Program

The High-Efficiency Natural Gas Water Heater and Space Heating Incentive Program is an incentive program designed to encourage customers to use energy efficient equipment through the purchase and installation of high efficiency natural gas water heaters and/or space heating systems. Incentives are offered for a portion of the cost of such systems that meet Energy Star® criteria (where applicable). Company's participation in such financial incentives is limited to the funding levels specified in the Commission's Report and Order in Case No. GR-2009-0355 subject to adjustment as provided therein.

DEFINITIONS:

Administrator – MGE may administer the program exclusively in-house and/or in partnership with contracted vendors (as necessary).

Participant – An existing customer with an active account who is being served under the Company's Residential rate class who purchase and install a qualifying natural gas water heating or space heating systems, as described in the program, within MGE's service territory.

AVAILABILITY:

The program is available to any active MGE residential customer (no final bill or inactive accounts) who purchase and install a natural gas space heating or water heating system that meets Energy Star® criteria (where applicable) within MGE's service territory.

Residential customers will be eligible to receive the following rebates:

- \$40 for a tank water heating system that meets Energy Star® criteria.
- \$200 for a tankless water heating system that meets Energy Star® criteria.
- \$200 for a natural gas furnace that meets Energy Star® criteria.
- \$450 for a combination furnace/water heater that meets Energy Star® criteria.
- \$200 for a natural gas boiler system that meets Energy Star® criteria.
- \$25 for a programmable thermostat if purchased in conjunction with a space heating system.

September 15, 2010

DATE OF ISSUE September 2 2010 month day year

DATE EFFECTIVE

October 2 2010 month day yea

ISSUED BY: Michael R. Noack

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

CANCELED
December 9, 2011
Missouri Public
Service Commission
JG-2012-0212

FILED
Missouri Public
Service Commission
GT-2011-0049; YG-2011-0115

Seventh Revised
Sixth Revised

SHEET No. 98 SHEET No. 98

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

NATURAL GAS CONSERVATION INITIATIVES

A. Energy Education Program

As an Energy Star® partner, MGE will continue to make information available to customers through MissouriGasEnergy.com, print and radio announcements and, where possible, work in cooperation with other Energy Star® partners and other energy conservation collaboratives to further public education programs. In addition MGE will continue to implement and promote the use of an online energy analyzer through its web site.

B. High-Efficiency Natural Gas Water Heating and Space Heating Incentive Program

The High-Efficiency Natural Gas Water Heater and Space Heating Incentive Program is an incentive program designed to assist customers with natural gas conservation efforts through the choice of high efficiency natural gas water heaters and/or space heating systems. Incentives are being offered for a portion of the cost of such systems with an Energy Star® rating (where applicable). Company's participation in such financial incentives is limited to the funding levels specified in the Commission's Report and Order in Case No. GR-2009-0355, subject to adjustment as provided therein.

DEFINITIONS:

Administrator – MGE may administer the program exclusively in-house and/or in partnership with contracted vendors (as necessary).

Participant -- An existing customer with an active account who is being served under the Company's Residential rate class or Small General Service (domestic use customers only in the SGS rate class), which includes builders, developers and residential property owners who purchase and install a qualifying efficient natural gas water heating or space heating system, as described in the program, within MGE's service territory.

AVAILABILITY:

CANCELLED

Missouri Public Service Commission

The program is available to any active MGE residential customer or domestic use Small General Service customer (no final bill or inactive accounts) which includes builders, developers and residential property owners who purchase and install a natural gas space heating or water heating system with an Energy Star® rating (where applicable) within MGE's service territory.

Energy efficiency programs for the Small General Service rate class will be developed with the Energy Efficiency Collaborative. Tariffs will be filed once these programs are developed and approved.

Residential customers will be eligible to receive the following rebates:

- \$40 for a tank water heating system that meets current Energy Star® criteria.
- \$200 for a tankless water heating system that meets current Energy Star® criteria.

September 15, 2010 • \$200 for a natural gas furnace that meets current Energy Star® criteria.

\$450 for a combination furnace/water heater that meets current Energy Star® criteria. \$200 for a natural gas boiler system that meets current Energy Star® criteria.

GT-2011-0049; YG-2011-0115 \$25 for a programmable thermostat if purchased in conjunction with a space heating system that meets current Energy Star® criteria.

DATE OF ISSUE February 16, 2010

DATE EFFECTIVE March 18, 2010

month day year

March 18, 2010

month day year

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

P.S.C. MO. No. 1 Cancelling P.S.C. MO. No. 1 Missouri Gas Energy, a Division of Southern Union Company Sixth Revised Fifth Revised SHEET No. 98 SHEET No. 98

For: All Missouri Service Areas

PROMOTIONAL PRACTICES PP

RESIDENTIAL NATURAL GAS CONSERVATION INITIATIVES

A. Energy Education Program

MGE will become an Energy Star® partner and expand information available to customers through MissouriGasEnergy.com, print and radio announcements and, where possible, work in cooperation with other Energy Star® partners and other energy conservation collaboratives to further public education programs. In addition MGE will implement and promote the use of an online energy analyzer through its web site.

B. High-Efficiency Natural Gas Water Heating and Space Heating Incentive Program

The High-Efficiency Natural Gas Water Heater and Space Heating Incentive Program is an incentive program designed to assist customers with natural gas conservation efforts through the choice of high efficiency natural gas water heaters and/or space heating systems. Incentives are being offered for a portion of the cost of such systems with an Energy Star® rating (where applicable). Company's participation in such financial incentives is limited to the funding included in rates for that purpose per the Commission's Report and Order in Case No. GR-2006-0422.

DEFINITIONS:

Administrator – MGE may administer the program exclusively in-house and/or in partnership with contracted vendors (as necessary).

Participant – An existing customer with an active account who is being served under either the Company's Residential or Small General Service (domestic use customers only in the SGS rate class) rate class, which includes builders, developers and residential property owners who purchase and install a qualifying efficient natural gas water heating or space heating system, as described in the program, within MGE's service territory.

AVAILABILITY:

The program is available to any active MGE residential or domestic use Small General Service customer (no final bill or inactive accounts) which includes builders, developers and residential property owners who purchase and install a natural gas space heating or water heating system with an Energy Star® rating (where applicable) within MGE's service territory.

Customers will be eligible to receive the following rebates:

- \$40 for a tank water heating system that meets current Energy Star® criteria.
- \$200 for a tankless water heating system that meets current Energy Star® criteria.
- \$200 for a natural gas furnace that meets current Energy Star® criteria.
- \$450 for a combination furnace/water heater that meets current Energy Star® criteria.
- \$200 for a natural gas boiler system that meets current Energy Star® criteria.
- \$25 for a programmable thermostat if purchased in conjunction with a space heating system that meets current Energy Star® criteria.

DATE OF ISSUE November 21 2008 month day year

DATE EFFECTIVE

December 21 2008 month day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Fifth Revised
Fourth Revised

SHEET No. 98 SHEET No. 98

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

RESIDENTIAL NATURAL GAS CONSERVATION INITIATIVES

A. Public Education Program

MGE will become an Energy Star® partner and expand information available to customers through MissouriGasEnergy.com, print and radio announcements and, where possible, work in cooperation with other Energy Star® partners and other energy conservation collaboratives to further public education programs. In addition MGE will implement and promote the use of the on-line energy analyzer "Home Energy Saver".

B. High-Efficiency Gas Water Heater Incentive Pilot Program

The High-Efficiency Gas Water Heater Incentive Program is an incentive program designed to assist customers with natural gas conservation efforts through the choice of high efficiency gas water heaters. Incentives are being offered through a credit to the gas bill for a portion of the cost of a hot water tank with an Energy Factor (EF) of 0.64 or greater if the tank is 39 gallons or less, an Energy Factor (EF) of 0.62 or greater if the tank is 40 gallons or more or a tankless hot water system with an Energy Factor (EF) of 0.80 or greater. Company's participation in such financial incentives is limited to the funding included in rates for that purpose per the Commission's Report and Order in Case No. GR-2006-0422.

DEFINITIONS:

Administrator - MGE will administer the program

Participant – An existing customer with an active account who is being served under either the Company's Residential or Small General Service (domestic use customers only in the SGS rate class) rate class who purchases and installs a qualifying efficient natural gas water heater, as described in the program.

AVAILABILITY:

The program is available to any active MGE residential or domestic use Small General Service customer (no final bill or inactive accounts) who purchases and installs either a natural gas hot water tank with an EF of 0.64 or greater if the tank is 39 gallons or less, an Energy Factor (EF) of 0.62 or greater if the tank is 40 gallons or more or a natural gas tankless hot water system with an EF of 0.80 or greater.

As an incentive for the choice of a water heating system with a qualifying high-efficiency natural gas water heating system, each customer will be eligible to receive one of the following rebates issued in the form of a bill credit within eight (8) weeks of satisfactory completion of the Incentive Request Form.

A \$40 bill credit for a qualifying hot water tank purchase Or a \$200 bill credit for a qualifying tankless hot water system

DATE OF ISSUE November 27 2007 DATE EFFECTIVE December 27 2007 month day year month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Fourth Revised Third Revised

SHEET No. 98 SHEET No. 98

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

RESIDENTIAL NATURAL GAS CONSERVATION INITIATIVES

A. Public Education Program

MGE will become an Energy Star® partner and expand information available to customers through MissouriGasEnergy.com, print and radio announcements and, where possible, work in cooperation with other Energy Star® partners and other energy conservation collaboratives to further public education programs. In addition MGE will implement and promote the use of the on-line energy analyzer "Home Energy Saver".

B. High-Efficiency Gas Water Heater Replacement Incentive Pilot Program

The High-Efficiency Gas Water Heater Replacement Incentive Program is an incentive program designed to assist customers with natural gas conservation efforts through the replacement of water heaters with high efficiency gas water heaters. Incentives are being offered through a credit to the gas bill for a portion of the cost of a hot water tank with an Energy Factor (EF) of 0.64 or greater if the tank is 39 gallons or less, an Energy Factor (EF) of 0.62 or greater if the tank is 40 gallons or more or a tankless hot water system with an Energy Factor (EF) of 0.80 or greater. Company's participation in such financial incentives is limited to the funding included in rates for that purpose per the Commission's Report and Order in Case No. GR-2006-0422.

DEFINITIONS:

Administrator - MGE will administer the program

Participant - An existing customer with an active account who is being served under either the Company's Residential or Small General Service (domestic use customers only in the SGS rate class) rate class who purchases and installs a qualifying efficient natural gas water heater, as described in the program.

AVAILABILITY:

The program is available to any active MGE residential or domestic use Small General Service customer (no final bill or inactive accounts) who purchases and installs either a natural gas hot water tank with an EF of 0.64 or greater if the tank is 39 gallons or less, an Energy Factor (EF) of 0.62 or greater if the tank is 40 gallons or more or a natural gas tankless hot water system with an EF of 0.80 or greater.

As an incentive for replacement of a water heating system with a qualifying high-efficiency natural gas water heating system, each customer will be eligible to receive one of the following rebates issued in the form of a bill credit within eight (8) weeks of satisfactory completion of the Incentive Request Form.

A \$40 bill credit for a qualifying hot water tank purchase Or a \$200 bill credit for a qualifying tankless hot water system

DATE OF ISSUE August 2007 day year month

DATE EFFECTIVE

September year day month August 15, 2007

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

P.S.C. MO. No. 1 Cancelling P.S.C. MO. No. 1 Third Revised Second Revised SHEET No. 98 SHEET No. 98

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES PP

NATURAL GAS CONSERVATION PROGRAMS

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

DATE OF ISSUE March

2007

DATE EFFECTIVE April 20,

month

day year

day month

year

April 3, 2007

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

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Second Revised First Revised SHEET No. 98 SHEET No. 98

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

<u>PROMOTIONAL PRACTICES</u> <u>PP</u>
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DATE OF ISSUE July 16, 2001 DATE EFFECTIVE August 06, 2001 month day year month day year

ISSUED BY: Robert J. Hack VP, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111





P.S.C. MO. No. 1 Cancelling P.S.C. MO. No. 1 First Revised Original

SHEET No. 98 SHEET No. 98

Missouri Gas Energy, a Division of Southern Union Company JAN & C 1037

For: All Missouri Service Areas

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PROMOTIONAL PRACTICES DIC Service Commission

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7. This program will continue until the effective date of an order of the Commission in the Company's next general rate case, unless otherwise ordered by the Commission. With the primary assistance of the City of Kansas City, the Company shall submit a report on the program to the Staff, and Public Counsel on or before April 15, 1998 and on the same date in 1999 and for each succeeding year in which the program continues. Each report will address the progress of the program, and provide an accounting of the funds received and spent on the program by the City.

The report shall be subject to audit by the Commission Staff and Public Counsel. To the extent that \$250,000 exceeds the total cost expended by the City on the program, the amount of the excess shall be "rolled over" to be utilized for the weatherization program in the succeeding year, excepting that if there is an excess at the time the program terminates, the amount of excess shall be transmitted to MGE. MGE thereafter shall credit the amount of the excess to its refund account under the experimental gas cost incentive mechanism and flow that excess back to ratepayers under that mechanism.

To the extent that there is any "excess" resulting from the supplemental payments by the Company of the \$140,000 referred to in the Stipulation and Agreement in Case No. GR-96-285, those amounts shall be refunded in the same manner

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DATE OF ISSUE 1

month day year

DATE EFFECTIVE

February 1 1 month day

<u>1997</u> year

ISSUED BY: Charles B. Hernandez

<u>Director, Pricing and Regulatory Affairs</u> Missouri Gas Energy, Kansas City, MO. 64111

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P.S.C.MO. No. 1 Original SHEET No. 98

Eighth Revised Seventh Revised SHEET No. 99 SHEET No. 99

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

Rebate limit: Individual dwelling units, as determined by account number, whether owner-occupied or rental property, are eligible for a maximum of two heating system rebates(furnace, boiler, or combination unit), two tank or tankless water heater rebates, and two programmable thermostat rebates. This rebate is independent of any other incentives or State and/or Federal tax credits for which the customer may be eligible for the purchase of the high-efficiency natural gas water heating or space heating system.

PROGRAM FUNDING

Per the Commission Report and Order in GR-2009-0355, the Company will initially fund \$1,500,000 on an annual basis, subject to increases toward the goal of .5% of the Company's gross operating revenues with 90% allocated to the residential customer class. These amounts will be deferred and treated as a regulatory asset with a ten-year amortization period. Such amortization will begin on the effective date of rates in the Company's next general rate case. Amounts spent under these programs will be included in MGE's rate base in its next general rate case. Each year on or around November 1, Company will prepare a budget of program expenditures subject to approval by the MGE Energy Efficiency Collaborative (EEC). The approved budget will be used for the ensuing 12 months unless the EEC agrees that there is a need to make changes within a budget year. Any excess funds remaining as of the effective date of rates in GR-2009-0355, shall have interest applied equal to 7.72%, until such funds are expended. MGE's expenditures will be subject to a prudence review in any relevant MPSC proceedings.

ENERGY EFFICIENCY COLLABORATIVE

The Energy Efficiency Collaborative (EEC), which was formed in GT-2008-0005, will provide oversight for the design and implementation of energy efficiency programs for MGE's Residential and SGS classes. The members of the EEC include designated representatives from MGE, Commission Staff, Public Counsel and Department of Natural Resources. Each entity shall have one vote each. The EEC will seek to make decisions by consensus, but where consensus cannot be reached, any of the charter members may petition the Commission to resolve, in accordance with its normal procedural rules, any differences over the selection of specific future programs for implementation, funding, or any other aspects of the energy efficiency program development and evaluation process. Other appropriate parties, such as electric utilities with service territories that overlap MGE's service territory, that are acceptable to the EEC charter members may also participate in the EEC process but will not be part of the EEC decision making process.

OTHER CONDITIONS:

MGE will submit to the Commission Staff and the Office of the Public Counsel reports on a quarterly basis (due within 45 days from the end of the quarter) which will detail the cost and participation in the program. The following information will be included in the quarterly reports:

- 1. For the Energy Efficiency Education Program, MGE will report:
 - a. Summary information regarding the cost, type and number of educational programs implemented;
 - b. MGE's involvement in other energy conservation programs where MGE has worked in cooperation with other Energy Star® partners or energy conservation collaboratives to further public education;
 - c. Dollars spent on program including evaluation, administrative expenses and promotion/advertising; by type of promotion/advertising; and
 - d. Number of web site hits on the various pages of MGE's customer site.

DATE OF ISSUE September 2 2010 FILEDDATE EFFECTIVE

September 15, 2010
October 2 2010
month day year

month day year Missouri Public Service Commission

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Seventh Revised Sixth Revised

SHEET No. 99 SHEET No. 99

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

Qualifying participants are limited to one rebate under this program per system installed. This rebate is independent of any other incentives or State and/or Federal tax credits for which the customer may be eligible for the purchase of the high-efficiency natural gas water heating or space heating system.

PROGRAM FUNDING

Per the Commission Report and Order in GR-2009-0355, the Company will initially fund \$1,500,000 on an annual basis, subject to increases toward the goal of .5% of the Company's gross operating revenues as may be recommended by the MGE Energy Efficiency Collaborative (EEC). These amounts will be deferred and treated as a regulatory asset and shall be eligible for rate base treatment and rate recovery in subsequent rate proceedings with a ten-year amortization period. Each year on or around November 1, Company will prepare a budget of program expenditures subject to approval by the EEC. The approved budget will be used for the ensuing 12 months unless the EEC agrees that there is a need to make changes within a budget year. Any excess funds remaining as of the effective date of rates in GR-2009-0355, shall have interest applied equal to 7.72%, until such funds are expended. The Company will not defer amounts under this Section until such excess funds are spent.

ENERGY EFFICIENCY COLLABORATIVE

EEC, formed as a result of Case No. GT-2008-0005, will provide oversight for the design and implementation of energy efficiency programs for MGE's Residential and SGS classes. The members of the EEC include designated representatives from MGE, Commission Staff, Public Counsel and Department of Natural Resources. Each entity shall have one vote each. The EEC will seek to make decisions by consensus, but where consensus cannot be reached, any of the charter members may petition the Commission to resolve any differences over the selection or design of specific future programs for implementation, funding, or any other aspects of the energy efficiency program development and evaluation process. Other appropriate parties, such as electric utilities with service territories that overlap MGE's service territory, that are acceptable to the EEC charter members may also participate in the EEC process but will not be part of the EEC decision making process.

OTHER CONDITIONS:

MGE will submit to the Commission Staff and the Office of the Public Counsel reports on a quarterly basis (due within 45 days from the end of the quarter) which will detail the cost and participation in the program. The following information will be included in the quarterly reports:

- 1. For the Energy Efficiency Education Program, MGE will report:
 - Summary information regarding the cost, type and number of educational programs a.
- MGE's involvement in other energy conservation programs where MGE has worked in b. cooperation with other Energy Star® partners or energy conservation collaboratives to further public education; CANCELLED

Dollars spent by type of promotion/advertising; and

Number of web site hits on the various pages of MGE's customer site.

September 15, 2010 Missouri Public Service Commission

GT-2011-0049; YG-2011-0115

February 28, 2010 DATE EFFECTIVE March 2010 2010 DATE OF ISSUE February 16. year month day year month day

Director, Pricing and Regulatory Affairs ISSUED BY: Michael R. Noack Missouri Gas Energy, Kansas City, MO. 64111 P.S.C. MO. No. <u>1</u> Canceling P.S.C. MO. No. <u>1</u>

Sixth Revised Fifth Revised SHEET No. 99 SHEET No. 99

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

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Qualifying participants are limited to one rebate under this program per system installed. This rebate is independent of any other incentives or State and/or Federal tax credits for which the customer may be eligible for the purchase of the high-efficiency natural gas water heating or space heating system.

PROGRAM FUNDING

Per the Commission Report and Order in GR-2006-0422, the Company will collect \$750,000 on an annual basis. Each year on or around November 1, Company will prepare a budget of program expenditures subject to approval by the MGE Energy Efficiency Collaborative (EEC). The approved budget will be used for the ensuing 12 months unless the EEC agrees that there is a need to make changes within a budget year. Any excess funds remaining at the end of the budget year will be carried over to the next budget year. In the event that agreement of the budget cannot be reached by the EEC, the terms of the stipulation and agreement in Case No. GT-2008-0005 dealing with failing to reach a consensus will be followed.

OTHER CONDITIONS:

MGE will submit to the Commission Staff and the Office of the Public Counsel reports on a quarterly basis (due within 45 days from the end of the quarter) which will detail the cost and participation in the program. The following information will be included in the quarterly reports:

- 1. For the Energy Efficiency Education Program, MGE will report:
 - a. Summary information regarding the cost, type and number of educational programs implemented;
 - b. MGE's involvement in other energy conservation programs where MGE has worked in cooperation with other Energy Star® partners or energy conservation collaboratives to further public education;
 - c. Dollars spent by type of promotion/advertising; and
 - d. Number of web site hits on the various pages of MGE's customer site.

DATE OF ISSUE November 21 2008

month day year

DATE EFFECTIVE December 21 2008

month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

P.S.C. MO. No. $\frac{1}{1}$ Canceling P.S.C. MO. No. $\frac{1}{1}$

Fifth Revised Fourth Revised SHEET No. 99 SHEET No. 99

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES PP

A customer is limited to one bill credit under this program per account number. The bill credits are independent of any other incentives or State and/or Federal tax credits for which the customer may be eligible for the purchase of the high-efficiency natural gas water heater.

PROGRAM FUNDING

Per the Commission Report and Order in GR-2006-0422, the Company has allocated the following dollars on an annual basis:

\$45,000 for the Public Education Program.

\$705,000 for the High Efficiency Gas Water Heater Incentive Program, consisting of:

- \$533,800 for rebates in the form of bill credits for qualified purchases;
- \$100,000 for promotion and advertising expense; and
- \$71,000 for administrative expenses associated with the program.

Any funds in excess of the actual program expenses that remain at the end of each program year will be carried over to the next program year.

OTHER CONDITIONS:

MGE will submit to the Commission Staff and the Office of the Public Counsel reports on a quarterly basis (due within 45 days from the end of the quarter) which will detail the cost and participation in the program. The following information will be included in the quarterly reports:

- 1. For the Public Education Program, MGE will report:
 - a. Summary information regarding the cost, type and number of educational programs implemented;
 - b. MGE's involvement in other energy conservation programs where MGE has worked in cooperation with other Energy Star® partners or energy conservation collaboratives to further public education;
 - c. Dollars spent by type of promotion/advertising; and
 - d. Number of web site hits on the various pages of MGE's customer site.

DATE OF ISSUE November 27 2007 DATE EFFECTIVE December 27 2007 month day year month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

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December 21, 2008
Missouri Public
Service Commission
JG-2009-0392

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

Fourth Revised Third Revised SHEET No. 99 SHEET No. 99

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

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A customer is limited to one bill credit under this program per account number. The bill credits are independent of any other incentives or State and/or Federal tax credits for which the customer may be eligible for the purchase of the high-efficiency natural gas water heater.

PROGRAM FUNDING

Per the Commission Report and Order in GR-2006-0422, the Company has allocated the following dollars on an annual basis:

\$45,000 for the Public Education Program.

\$705,000 for the High Efficiency Gas Water Heater Replacement Incentive Program, consisting of:

- \$533,800 for rebates in the form of bill credits for qualified purchases;
- \$100,000 for promotion and advertising expense; and
- \$71,000 for administrative expenses associated with the program.

Any funds in excess of the actual program expenses that remain at the end of each program year will be carried over to the next program year.

OTHER CONDITIONS:

MGE will submit to the Commission Staff and the Office of the Public Counsel reports on a quarterly basis (due within 45 days from the end of the quarter) which will detail the cost and participation in the program. The following information will be included in the quarterly reports:

- 1. For the Public Education Program, MGE will report:
 - a. Summary information regarding the cost, type and number of educational programs implemented;
 - b. MGE's involvement in other energy conservation programs where MGE has worked in cooperation with other Energy Star® partners or energy conservation collaboratives to further public education;
 - c. Dollars spent by type of promotion/advertising; and
 - d. Number of web site hits on the various pages of MGE's customer site.

DATE OF ISSUE August 8 2007 month day year

DATE EFFECTIVE September

September 7 2007 month day year August 15, 2007

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

P.S.C. MO. No. <u>1</u> Cancelling P.S.C. MO. No. $\overline{1}$ Third Revised Second Revised SHEET No. 99 SHEET No. 99

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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DATE OF ISSUE	<u>July</u> month	16, day	2001 year	DATE	EFFECTIVE	August month	06, day	2001 year

ISSUED BY: Robert J. Hack VP, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111 P.S.C. MO. No. 1 Cancelling P.S.C. MO. No. 1 Second Revised First Revised

SHEET No. 99

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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ISSUED BY: <u>Charles B. Hernandez</u> <u>Director, Pricing and Regulatory Affairs</u>
Missouri Gas Energy, Kansas City, MO. 64111

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SHEET No. 99 SHEET No. 99

Missouri Gas Energy,

a Division of Southern Union Company

For

All Missouri Service Areas

PROMOTIONAL PRACTICES

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Experimental Weatherization Program

FEB 81995

Description and Availability:

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Public Service Commission

The Company will provide \$250,000 annually for an experimental residential weatherization grant and loan program, including energy education, for primarily lower-income customers. While it is experimental, the program will be limited to existing low income to middle income (as defined by OMB) MGE residential customers in Kansas City, Missouri.

Purpose:

This program is intended to assist customers through conservation, education, and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by the Company.

Terms and Conditions:

- The program will offer a combination of grants and interest rate subsidies based upon the eligible customer's income and family size. The program will be primarily directed to lower income customers with high usage and/or bad debts.
- 2. The total amount of loans and grants offered to a customer will be determined by the cost effective improvements that can be made to customer's residence, but shall not exceed \$3,000, and is expected to average \$1,750.
- 3. The Company will establish a control group of households that are not included in but are eligible for this program, the control group will be one-half the size of the group of customers participating in the program, but will not be less than 150 households.
- 4. Funds for the program cannot be used for administrative costs except for administrative costs incurred by the City of Kansas City that are directly related to qualifying and assisting customers under this program. Such administrative costs shall not exceed \$215 for each participating household.

DATE OF ISSUE February 10 1995 DATE EFFECTIVE March 12 1995 month day year month day February 10 1995

ISSUED BY _____ John M. Femald, Director, Rates and Regulatory Affairs

3420 Broadway, Kansas City, Missouri 64111

P.S.C.MU. No1_	<u>Urigir</u>	<u>181</u>	SHEET NO9	9
Missouri Gas Energy, a Division of Southern Union Company	For	Ail Missou	uri Service Areas	
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Experimental Weatherization Progra	<u>am</u>		MISSO Public Service	
Description and Availability:			T UDITO COTATOO	Commissio
The Company will provide \$2' weatherization grant and loan income customer homeowners federal or state funded progran limited to existing low income to residential customers in Kansas	program, incl s not eligible ns. While it is o middle incor	luding energy for energy as s experimenta me (as defined	education, for low ssistance under oth al, the program will	ver- her be
Purpose:				
This program is intended to as and weatherization in reducing debts experienced by the Com	tries dae or e	rs through cor nergy and to r	reduce the level of t	on, pad
Terms and Conditions:			MAR 121995	99 mission
1. The program will offer a constant based upon the eligible cust be primarily directed to low debts.	ombination of omer's income er income cus	f grants and in the second in	interest protection in the control of the control o	iles will pad
2. The total amount of loans are by the cost effective improve but shall not exceed \$3,000	ements that c	an be made to	customer's residen	
 The Company will establish a in but are eligible for this pr of the group of customers than 150 households. 	rogram, the co	ontrol group w	vill be one-half the s	size

DATE OF ISSUE January 1994 DATE EFFECTIVE February <u> 1994</u> month day month year day year Vice President, Rates and Regulatory Affairs ISSUED BY

4. Funds for the program cannot be used for administrative costs except

administrative costs incurred by the City of Kansas City that are directly related to qualifying and assisting customers under this program.

administrative costs shall not exceed \$215 for each participating hold. 1994

F. Jay Cummings

Seventh Revised
Sixth Revised

SHEET No. 100 SHEET No.100

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

<u>PP</u>

- 2. For the High Efficiency Natural Gas Water Heating and Space Heating Incentive Program, MGE will report:
 - a. The total number of incentive requests and the number of incentive requests approved;
 - i. The type and/or size (storage capacity) and fuel source of the water heater that was replaced, if available;
 - ii. The type and/or size and fuel source of heating equipment that was replaced, if available
 - b. The dollars spent on incentives, evaluation, administrative expenses and promotion/advertising;
 - c. Number and type of any complaints received and the resolution of the complaints; and
 - d. Compilation of information as provided by participating customers, which will include:
 - i. Type of residence;
 - ii. Age and size of water heater and/or space heating system being replaced; and
 - iii. Reason for purchase of the Energy Star® rated natural gas water heating and/or space heating system.

MGE may in the future request permission from the Commission to expand the energy efficiency program to include additional residential natural gas energy efficiency measures.

A detailed post-implementation evaluation of the initial two (2) years of each new program shall be completed within six (6) months of the end of each program's second year. Where feasible, these reviews will include both process evaluations and cost effectiveness (impact) evaluations. Evaluations may be performed after less than two years of program evaluation if the EEC determines this is preferable.

MGE – working collaboratively with the MGE Energy Efficiency Collaborative (EEC) – will file an annual report with the Commission assessing the overall effectiveness of the program along with recommendations for improving the program and any proposed tariff changes. Post-implementation evaluations above may be used in the selection and design of future programs.

DATE OF ISSUE September 2 2010 month day year

DATE EFFECTIVE _<u>Octobe</u>

September 15, 2010 October 2 2010 month day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy Kansas City MO 64111

Missouri Gas Energy, Kansas City, MO. 64111

GT-2011-0049; YG-2011-0115

Sixth Revised Fifth Revised SHEET No. 100 SHEET No. 100

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES PP

- 2. For the High Efficiency Natural Gas Water Heating and Space Heating Incentive Program, MGE will report:
 - a. The total number of incentive requests and the number of incentive requests approved;
 - i. The type and/or size (storage capacity) and fuel source of the water heater that was replaced, if available;
 - ii. The type and/or size and fuel source of heating equipment that was replaced, if available
 - b. The dollars spent on incentives, administrative expenses and promotion/advertising;
 - c. Number and type of any complaints received and the resolution of the complaints; and
 - d. Compilation of information as provided by participating customers, which will include:
 - i. Type of residence;
 - ii. Age and size of water heater and/or space heating system being replaced; and
 - iii. Reason for purchase of the Energy Star® rated natural gas water heating and/or space heating system.

Depending on the results of the High Efficiency Natural Gas Water Heating and Space Heating Incentive program, MGE may in the future request permission from the Commission to expand the program to include more program options or other residential natural gas conservation measures.

MGE – working collaboratively with the MGE Energy Efficiency Collaborative (EEC) – will file an annual report with the Commission assessing the overall cost effectiveness and the effectiveness of the program along with recommendations for improving the program and any proposed tariff changes. Results of the most recent impact and process evaluation will be used for this analysis.

DATE OF ISSUE November 21 2008 DATE EFFECTIVE December 21 2008 month day year month day year

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

Fifth Revised Fourth Revised SHEET No. 100 SHEET No.100

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES PP

- 2. For the High Efficiency Gas Water Heater Incentive Program, MGE will report:
 - a. The total number of incentive requests and the number of incentive requests approved:
 - b. The water tank size (storage capacity) and the energy factor (EF) of the new high efficiency water heater and the fuel source of the old water heater that was replaced by the high efficiency water heater, if applicable;
 - c. The dollars spent on bill credits, administrative expenses promotion/advertising:
 - d. Number and type of any complaints received and the resolution of the complaints: and
 - e. Compilation of information as provided by participating customers, which will include:
 - i. Type of residence;
 - ii. Age and size of hot water tank being replaced; and
 - iii. Reason for purchase of the high efficiency hot water tank/system.

Depending on the results of the High Efficiency Gas Water Heater Incentive program, MGE may in the future request permission from the Commission to expand the program to include more program options such as incentives for the purchase and installation of Energy Star® rated natural gas furnaces or other residential natural gas conservation measures.

Within fifteen months of the start of the program MGE - working collaboratively with the MGE Energy Efficiency Collaborative (EEC) - will file a report with the Commission assessing the overall cost effectiveness and the effectiveness of the program delivery process of the first twelve months of its residential natural gas conservation initiatives along with recommendations for improving the programs, including any proposed tariff changes. Billing usage information will be retained for use in this analysis.

DATE OF ISSUE November 27 2007 DATE EFFECTIVE December 2007 month month dav vear day vear

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

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

Fourth Revised Third Revised SHEET No. 100 SHEET No. 100

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES PP

- 2. For the High Efficiency Gas Water Heater Replacement Incentive Program, MGE will report:
 - a. The total number of incentive requests and the number of incentive requests approved;
 - b. The water tank size (storage capacity) and the energy factor (EF) of the new high efficiency replacement water heater and the fuel source of the old water heater that was replaced by the high efficiency water heater;
 - The dollars spent on bill credits, administrative expenses and promotion/advertising;
 - d. Number and type of any complaints received and the resolution of the complaints; and
 - e. Compilation of information as provided by participating customers, which will include:
 - i. Type of residence;
 - ii. Age and size of hot water tank being replaced; and
 - iii. Reason for purchase of the high efficiency hot water tank/system.

Depending on the results of the High Efficiency Gas Water Heater Replacement Incentive program, MGE may in the future request permission from the Commission to expand the program to include new High-Efficiency Gas Water Heaters installed in other than replacement situations (i.e. new construction) and more program options such as incentives for the purchase and installation of Energy Star® rated natural gas furnaces or other residential natural gas conservation measures.

Within fifteen months of the start of the program MGE – working collaboratively with the MGE Energy Efficiency Collaborative (EEC) – will file a report with the Commission assessing the overall cost effectiveness and the effectiveness of the program delivery process of the first twelve months of its residential natural gas conservation initiatives along with recommendations for improving the programs, including any proposed tariff changes. Billing usage information will be retained for use in this analysis.

DATE OF ISSUE August 8 2007 month day year

DATE EFFECTIVE

Geptember 7 2007 month day year August 15, 2007

ISSUED BY: ___ Michael R. Noack

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

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Third Revised
Second Revised

SHEET No. 100 SHEET No. 100

Missouri Gas Energy, a Division of Southern Union Company

month

ISSUED BY: Robert J. Hack

day year

For: All Missouri Service Areas

month

VP, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

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<u>PROMOTIONAL PRACTICES</u> <u>PP</u>									
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DATE OF ISSUE	July	16,	2001	DATE EFFECTIVE	August	06.	2001		

CANCELLED August 15, 2007 Missouri Public Service Commission

P.S.C. MO. No. 1 Cancelling P.S.C. MO. No. 1 Second Revised First Revised

SHEET No. 100 SHEET No. 100

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service

Missouri Gas Energy, Kansas City, MO. 64111

PROMOTIONAL PRACTICES PP Weatherization Cost for Each Program Participant (KC) 1. Initial visit date (KC) CANCELLED 2. Audit date (KC) 3. Write bid date (KC) 4. Complete bid date (KC) AUG Q 6 2001 5. Award bid date (KC) 312 RS 100 6. Weatherization date (KC) Public Service Commission 7. Technical assistance (KC) MISSOURI 8. Installer cost (KC) 9. Supplemental funding for contract costs (Sources specified) (KC) 10. Total costs of D. (KC) E. Education (KC) 1. Specify and describe education program (KC) 2. Report education provided to individual participants (KC) F. Contractor Invoices (KC) MGE will grant City access to program-required customer information in 8. connection with the preparation and submission of these reports to the extent participants consent to the provision of the information. The Company, with data or reports provided by the City of Kansas City, shall also submit a report to Staff and Public Counsel reporting weatherization activity each quarter. This report will be due on the tenth calendar day of the second month following the quarter for which weatherization activity is being reported. The first quarter subject to this reporting requirement shall be the quarter beginning April 1, 1997. Each quarter update report shall contain: FILED A. Total homes weatherized at beginning of quarter and during quarter; B. Total homes in progress at end of quarter; C. Expenditures per program participant; and D. Total monies spent on program. Jan. 30, 1993 DATE OF ISSUE DATE EFFECTIVE <u>February</u> 1997 month day year month day year ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs

P.S.C.MO. No. 1 Cancelling P.S.C.MO. No. 1 First Revised
Original

SHEET No. 100 SHEET No. 100 RECEIVED

Missouri Gas Energy,

ã	a Division of Southern Union Company	For	All Missouri Service Areasg
	PROMOTIONAL	PRACTICES	

PROMOTIONAL PRACTICE PP

- 5. Loans to customers under this program will be administered by participating banks. In certain circumstances the Company will buy back loans in default and may pursue collection of amounts in default from customers. In no event, however, shall customer's performance with respect to a loan under this program be used as a basis for receiving or continuing utility service from the Company.
- The Company agrees to consult with Staff and Public Counsel (and any other party agreeable to Company, Staff and Public Counsel) during the term of the program.
- 7. This program will continue for at least two years from the effective date of October 15, 1993, provided that funding for the program continues to be recovered through rates. Company will submit a report on the program to Staff and Public Counsel once a year on or before March 1 of each year. Each report will address the progress and effectiveness of the program, and provide an accounting of Company funds spent on the program. Prior to terminating the program, the Company will submit a filing to the Commission for approval of the termination.
- 8. The Company will monitor the usage and payment history of customers participating in the program and customers in the control group for at least two years following the end of the experimental program. Upon completion of the experimental program, the Company will perform an evaluation of the program in an attempt to determine the program's effects on its participants and its effects on those customers that do not participate in the program.

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MO. PUBLIC SERVICE COMP

DATE OF ISSUE February 10 1995 DATE EFFECTIVE March 12 1995 month day year month day year

ISSUED BY _____ John M. Fernald, Director, Rates and Regulatory Affairs

For

Missouri Gas Energy,

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a Division of Southern Union Company

All Missouri Service Areas 7 1994

PROMOTIONAL PRACTICES

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Public Service Commission

- 5. Loans to customers under this program will be administered by participating banks. In certain circumstances the Company will buy back loans in default and may pursue collection of amounts in default from customers. In no event, however, shall customer's performance with respect to a loan under this program be used as a basis for receiving or continuing utility service from the Company.
- The Company agrees to consult with Staff and Public Counsel (and any other party agreeable to Company, Staff and Public Counsel) during the term of the program.
- 7. This program will continue for at least two years from the effective date of October 15, 1993, provided that funding for the program continues to be recovered through rates. Company will submit a report on the program to Staff and Public Counsel at the end of the first and second years from the initiation of the program. Each report will address the progress and effectiveness of the program, and provide an accounting of Company funds spent on the program. Prior to terminating the program, the Company will submit a filing to the Commission for approval of the termination.
- 8. The Company will monitor the usage and payment history of customers participating in the program and customers in the control group for at least two years following the end of the experimental program. Upon completion of the experimental program, the Company will perform an evaluation of the program in an attempt to determine the program's effects on its participants and its effects on those customers that do not participate in the program.

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DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994 month day year month day year

ISSUED BY_______Vice President, Rates and Regulatory Affairs

F. Jay Cummings

Fourth Revised
Third Revised

SHEET No. 101 SHEET No. 101

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

Home Performance with ENERGY STAR®

PURPOSE:

This voluntary Home Performance with ENERGY STAR® (HPwES) Program is intended to encourage residential customers (Customers) to identify and implement improvements that can be applied to their home to improve energy efficiency and comfort while helping to protect the environment by conducting a HPwES designed comprehensive home assessment (Assessment).

The Company may coordinate its Program with other utilities regulated by the Missouri Public Service Commission (Commission), municipal utilities, and co-op utilities with HPeWS in its service area per the direction of the Missouri Gas Energy Collaborative (Collaborative) established in the Report and Order approved by the Missouri Public Service Commission (Commission) in Case No. GR-2009-0355. DEFINITIONS:

Assessment – An initial energy evaluation of the home that includes observation of lighting and appliances as well as performance testing of the ventilation and mechanical systems, building tightness and insulation levels that will result in a scope of work outlining recommended energy efficiency improvements. All improvements performed will be verified after completion.

Consultant – Third party companies certified to perform the HPwES Assessment and provide a scope of work to the Customer detailing the recommended improvements.

Contractor – Third party companies certified to perform the HPwES Assessment, provide a scope of work to the Customer detailing the recommended improvements, and complete the implementation of the specified improvements.

HPwES — A national program from the U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) that offers a comprehensive, whole-house approach to improving energy efficiency and comfort at home, while helping to protect the environment. The HPwES state sponsor is the Missouri Department of Natural Resources Energy Center (MDNR) and the Company partners with the MDNR to implement the national program locally.

Qualifying Improvements – Energy efficient building envelope changes applied to the home, which may include eliminating air leaks, adding insulation, sealing ductwork, and/or replacing windows and doors.

Program Administrator - A third-party vendor specializing in programs of this type.

AVAILABILITY:

This Program may be applied to any home, multiplex, or apartment where the current resident is receiving service under any generally available residential rate schedule offered by the Company. All Assessments must be requested by the owner of the home, multiplex, or apartment. Tenant agreement, as applicable, is required. Program rebates are limited to one rebate per Assessment. The Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

DATE OF ISSUE

November 16 2010 month day year DATE EFFECTIVE

January 21, 2011 month day year

ISSUED BY: Michael R. Noack

<u>Director, Pricing and Regulatory Affairs</u>
Missouri Gas Energy, Kansas City, MO. 64111

P.S.C. MO. No. 1 Cancelling P.S.C. MO. No. 1 Third Revised Second Revised SHEET No. 101 SHEET No. 101

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

Home Performance with ENERGY STAR®

PURPOSE:

This voluntary Home Performance with ENERGY STAR® (HPwES) Program is intended to encourage residential customers (Customers) to identify and implement improvements that can be applied to their home to improve energy efficiency and comfort while helping to protect the environment by conducting a HPwES designed comprehensive home assessment (Assessment).

The Company will partner with other utilities regulated by the Missouri Public Service Commission (Commission), municipal utilities, and co-op utilities in its service area per the direction of the Missouri Gas Energy Collaborative (Collaborative).

DEFINITIONS:

Assessment – An initial energy evaluation of the home that includes observation of lighting and

appliances as well as performance testing of the ventilation and mechanical systems, building tightness and insulation levels that will result in a scope of work outlining recommended energy efficiency improvements. All improvements

performed will be verified after completion.

Consultant - Third party companies certified to perform the HPwES Assessment and provide a

scope of work to the Customer detailing the recommended improvements.

Contractor – Third party companies certified to perform the HPwES Assessment, provide a

scope of work to the Customer detailing the recommended improvements, and

complete the implementation of the specified improvements.

HPwES – A national program from the U.S. Environmental Protection Agency (EPA) and U.S.

Department of Energy (DOE) offers a comprehensive, whole-house approach to improving energy efficiency and comfort at home, while helping to protect the environment. The Company will partner with other utilities to implement the national program locally in cooperation with the Missouri Department of Natural

Resources Energy Center (MDNR).

Improvements – Energy efficiency changes applied to the home to eliminate air leaks, add insulation

seal ductwork and improve heating and cooling systems.

AVAILABILITY:

This Program may be applied to any single family home, multiplex unit, or apartment unit where the current resident is receiving service under any generally available residential rate schedule offered by the Company. All Assessments must be requested by the owner of the property. Program rebates are limited to one rebate per Assessment. The Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

DATE OF ISSUE July 6 2009 DATE EFFECTIVE August 6, 2009 month day year month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

 $\begin{array}{cccc} & \text{P.S.C. MO. No.} & \underline{1} \\ \text{Cancelling} & \text{P.S.C. MO. No.} & \underline{1} \end{array}$

Second Revised First Revised SHEET No. 101 SHEET No. 101

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

<u>PROMOTIONAL PRACTICES</u> <u>PP</u>									
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ISSUED BY: Robert J. Hack VP, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

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Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES V B D D DPP

9. An independent consultant selected by the City of Kansas City, and the Company, with concurrence of Public Counsel and Staff, will evaluate the cost effectiveness of the Program. The consultant's services shall be governed by a written contract and the scope of work in the contract will include, but will not be limited to, those matters listed below: CANCELLED

Α. Impact of energy usage

> 1. Weatherization measures

AUG 0 6 2001

Education

2NO RS 101 **Public Service Commission** Impacts of weatherization and education

- Changes in energy usage (gas and electric) and soldes bonding energy costs.
- 2. Changes in comfort, safety, etc.
- 3. Changes in bad debt expense, collection expense, etc.

The Company will award the contract, with consent of the City, the Staff and Public Counsel, on or before June 6, 1997, unless such deadline is extended by the Commission for good cause shown. If a decision as to the awardee for the contract is not finalized by June 6, 1997, or the date to which the award date has been extended, the Commission may, at its option, select the consultant.

The Company, with the assistance of the City of Kansas City, shall continue to collect data for this group of participants and any additional participants of the plan for 24 months after termination of the experimental weatherization program. At that point, the Company, with the assistance of the City of Kansas City, will provide weather normalized gas usage for each participant of the program. The Company shall utilize the weather normalization method utilized by the Commission in Case No. GR-96-285.

DATE OF ISSUE __May DATE EFFECTIVE June month month dav vear day

ISSUED BY: <u>Charles B. Hernandez</u> Director, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO, 64111

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Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Servi

PROMOTIONAL PRACTICES

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Public Service Commission

- 9. An independent consultant selected by the City of Kansas City, and the Company, with concurrence of Public Counsel and Staff, will evaluate the cost effectiveness of the Program. The consultant's services shall be governed by a written contract and the scope of work in the contract will include, but will not be limited to, those matters listed below:
 - Α. Impact of energy usage
 - Weatherization measures
 - 2. Education
 - В. Impacts of weatherization and education
 - Changes in energy usage (gas and electric) and corresponding energy costs.
 - 2. Changes in comfort, safety, etc.
 - 3. Changes in bad debt expense, collection expense, etc.

The Company will award the contract, with consent of the City, the Staff and Public Counsel, on or before May 1, 1997, unless such deadline is extended by the Commission for good cause shown. If a decision as to the awardee for the contract is not finalized by May 1, 1997, or the date to which the award date has been extended, the Commission may, at its option, select the consultant.

The Company, with the assistance of the City of Kansas City, shall continue to collect data for this group of participants and any additional participants of the plan for 24 months after termination of the experimental weatherization program. At that point, the Company, with the assistance of the City of Kansas City, will provide weather normalized gas usage for each participant of the program. The Company shall utilize the weather normalization method utilized by the Commission in Case No. GR-96-285. FILED

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Jan. 30,

year Public Service Commission

February month vear dav

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Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

DATE OF ISSUE

ISSUED BY: ___Charles B. Hernandez

Third Revised
Second Revised

SHEET No. 102 SHEET No. 102

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

Home Performance with ENERGY STAR®

(continued)

PROGRAM PROCESS:

Customers who participate in the Program must participate in a comprehensive pre and post home energy Assessment from an approved and certified Consultant or Contractor. This process may be facilitated and quality checked by a third party Program Administrator on behalf of the Company in accordance with established Program guidelines. Participating customers who complete the Assessment process and implement at least one Qualifying Improvement listed on their final Assessment report are eligible for up to \$600 in reimbursement from the Company per Assessment.

PROGRAM ADMINISTRATION:

The Program may be administered by a Program Administrator. The Program Administrator will be responsible for managing the process and flow of the local HPwES Program. This may include Contractor/Consultant recruiting, training and certification, management of the lead generation process, comprehensive home assessment education for Customers, quality assurance, and other services contracted. The Program Administrator is responsible for oversight of the Contractor/Consultants and will be responsible for resolving any reported Customer complaints.

PROGRAM COST:

The total budget for each year of the Program is determined annually by the MGE Collaborative and may be increased per Collaborative decision as necessary. This amount will provide for incentive payments, marketing costs, evaluation cost, and Company administrative costs. Payments will be provided until the budgeted funds for the total Program are expended. To the extent there are excess funds for a given year, the amount of excess shall be "rolled over" to be utilized for the Program in the succeeding year.

EVALUATION:

The Company will provide an evaluation of the Program after 24 months from the start of the Program. The evaluation will include a process evaluation, impact evaluation, a billing analysis, cost effectiveness test, and a comparison between participating Customers and a control group.

DATE OF ISSUE

November 16 2010 month day year

DATE EFFECTIVE

January 21 2011 month day year

ISSUED BY: Michael R. Noack

<u>Director, Pricing and Regulatory Affairs</u>
Missouri Gas Energy, Kansas City, MO. 64111

Second Revised First Revisedl SHEET No. 102 SHEET No. 102

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

Home Performance with ENERGY STAR®

(continued)

PROGRAM PROCESS:

- 1) The Company will promote the Program to residential Customers through mediums that may include press releases, direct mailings, bill messages, bill inserts, and web site materials.
- 2) Interested Customers will respond by email message, call a dedicated telephone number, contact a participating Contractor/Consultant, or contact the Company through the program web site at www.hpwes.net. All contacts will be directed to the MEC to facilitate and track the remaining interactions.
- 3) The MEC will make contact with the Customer to explain the Assessment process. Customers will be given the option of:
 - a) selecting a Contractor who will perform the Assessment and will be capable of installing the Improvements or
 - b) selecting a Consultant who will perform the Assessment only.
- 4) The cost to the Customer for the Assessment will typically range from \$300 to \$500.
- 5) The Contractor/Consultant will perform the Assessment and communicate the results to the Customer through a scope of work statement. The scope of work will include a list of recommended energy efficiency Improvements.
- 6) Customers who choose the Contractor will work with that Contractor to complete the Improvements.
- Customers who choose the Consultant will select a Contractor from a list of participating Contractors that may be retained to complete the Improvements.
- 8) Following the implementation of the Improvements and at no additional cost to the Customer, the Contractor/Consultant will conduct a second Assessment to verify the work.
- Customers that choose to implement at least one of the recommended qualifying Improvements may request a full rebate of the cost of the Assessment from the Company.
- 10) Qualifying Improvements exclude Improvements associated with existing Company Programs (i.e. Energy Sense) or Improvements related to electric-only equipment.
- 11) Customers may request a rebate of a portion of their improvements cost such that the total rebate to the Customer does not exceed \$600 per Assessment.
- 12) Customers will be required to complete a rebate request, available from the Contractor/Consultant or the program web site at www.hpwes.net, and submit a copy of the invoices associated with the Assessment and Improvement. Improvements must be installed by a certified Contractor to qualify for the rebate.

DATE OF ISSUE July 6, 2009 DATE EFFECTIVE August 6, month day year month day

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

NCELLED Missouri Gas Energy, Kansas City, MO. 64111

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P.S.C. MO. No. <u>1</u> Cancelling P.S.C. MO. No. $\overline{1}$ First Revised Original

SHEET No. <u>102</u> SHEET No. 102

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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DATE OF ISSUE	July month	16, day	2001 year	DATE EFFECTIVE	August month	06, day	<u>2001</u> year

CANCELLED August 6, 2009 Missouri Public **Service Commission** JG-2010-0010

ISSUED BY: Robert J. Hack

VP, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111 Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

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- MGE will provide the City or the consultant on a timely basis all information within its possession, custody or control that is necessary for the preparation of the reports and studies required by the contract between the City and MGE or MGE and the consultant. MGE will retain final responsibility for submittal of the report(s), required for submittal under this tariff but is not responsible for any failure of the City of Kansas City to provide data in the possession of the City. MGE shall provide appropriate notices to the City of Kansas City as to the applicable deadlines for the reporting to the Commission and provide copies of such reminder letters to Staff and Public Counsel.
- MGE and City Agreement: Staff, Public Counsel, the City and MGE agree 11. that any controversy, complaint, claim or dispute arising out of or relating to the agreement between the City and MGE shall be settled by compulsory arbitration before the Commission. Staff, Public Counsel, the City or MGE may file a request for such arbitration in accord with Commission rules or an agreed upon procedure. If no procedure is provided in the rules or agreed to within 30 days of the request, then the same shall be governed by the rules of the American Arbitration Association. Pending the outcome of the arbitration, and unless otherwise ordered by the Commission, MGE may withhold from the City so much of the program fund installments(s) owed under the agreement that are relevant to the dispute, or otherwise so much of the program funds that will protect MGE's interests.

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DATE OF ISSUE

Jan. 30, 1997

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February. 1997 month

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ISSUED BY: Charles B. Hernandez

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Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

First Revised Original

SHEET No. 102.1 SHEET No. 102.1

Missouri Gas Energy, a Division of Southern Union Company

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For: All Missouri Service Areas

	<u>PP</u>			
	Home Performance with ENERGY STAF MGE Rebates	₹®		
Qualifying Improvement	Criteria	Rebate Calculation and/or Eligible Maximum Rebate		
Assessment	· · · · · · · · · · · · · · · · · · ·			
Assessment – Single Family	Single family home or attached units of two.	Rebate is \$200/unit		
Assessment – Multi-Family	Attached units of three or more	Rebate is \$100/unit		
Insulation				
Attic -	Existing insulation is less than R-27.	\$0.02 X R-Value Added (up to R-49) X Sq Footage		
Customer must insulate to a minimum value of R-38.		Rebate not to exceed \$250.		
No rebate will be provided to increase existing insulation that	Existing insulation is between R-28 and R-40.	\$0.01 X R-Value Added (up to R-49) X Sq Footage		
is greater than R-40.		Rebate not to exceed \$250.		
Walls	Rebate will be provided for insulation installed up to R-19.	\$0.03 X R-Value Added X Sq Footage		
		Rebate not to exceed \$300.		
Floors	Rebate will be provided for insulation installed up to R-19.	\$0.01 X R-Value Added X Sq Footage		
		Rebate not to exceed \$200.		
Air Infiltration and Duct Sealing]			
Air Sealing	\$5 per each % of CFM50 reduction up to 40%. Minimum starting reduction is 10%.	Rebate not to exceed \$200.		
Reduction in air leakage to the outside.	CFM50 airflow (in Cubic Feet per Minute) needed to create a change in building pressure of 50 Pascals. CFM50 is the most commonly used measure of building air tightness.	No incentive less than 10% reduction.		
Duct Sealing	\$2.50 per each % of CFM25 reduction up to 40%. Minimum starting reduction is 10%.	Rebate not to exceed \$100.		
	For these tests the registers are covered and a fan flowmeter is attached to the duct system to pressurize it. The flow is measured at a reference pressure of 25 Pa and is referred to as cfm25.	reduction.		
Windows and Doors				
Nindows and Doors	ENERGY STAR qualified and U-Factor <=.30 and SHGC <= .30	Rebate is \$100/window or door up to \$200.		

DATE OF ISSUE

November 16, 2010 month day year

DATE EFFECTIVE

January 21 2011 year month day

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111 FILED Missouri Public

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

SHEET No. <u>102.1</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

Home Performance with ENERGY STAR®

(continued)

PROGRAM ADMINISTRATION:

The Program will be administered by the MEC. MEC will be responsible for managing the process and flow of the local HPwES Program. This will include Contractor/Consultant recruiting, training and certification, management of the lead generation process, comprehensive home assessment education for Customers, and quality assurance. All Contractor/Consultant incentives will be paid by MEC. MEC is responsible for all oversight of the Contractor/Consultants and will be responsible for resolving any reported Customer complaints.

PROGRAM COST:

The total expenditure for each year of the Program is determined annually by the MGE Collaborative. This amount will provide for incentive payments, marketing costs, evaluation cost, and Company administrative costs. Payments will be provided until the budgeted funds for the total Program are expended. To the extent there are excess funds for a given year, the amount of excess shall be "rolled over" to be utilized for the Program in the succeeding year.

EVALUATION:

The Company and its partners will provide a joint evaluation of the Program within 24 months after the start of the program. The evaluation will include a process and impact evaluation along with a billing analysis and cost effectiveness test.

DATE OF ISSUE <u>July 6, 2009</u> month day year DATE EFFECTIVE

August month

6, 2009 day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111 P.S.C. MO. No.

P.S.C. MO. No.

Fourth Revised Third Revised

SHEET No.103 SHEET No. 103

Missouri Gas Energy, a Division of Southern Union Company

Cancelling

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

SMALL GENERAL SERVICE NATURAL GAS ENERGY EFFICIENCY INITIATIVES

A. Energy Efficiency Education Program

As an Energy Star® partner, MGE will make information available to customers and, where possible, work in cooperation with other Energy Star® partners and other energy efficiency collaboratives to further public education programs. In addition MGE will implement an online energy analyzer through its web site.

B. High-Efficiency Natural Gas Water Heating and Space Heating Incentive Program

The High-Efficiency Natural Gas Water Heater and Space Heating Incentive Program is an incentive program designed to encourage customers to use energy efficient equipment through the purchase and installation of high efficiency natural gas water heaters and/or space heating systems. Incentives are offered for a portion of the cost of such systems that meet Energy Star® criteria (where applicable). Company's participation in such financial incentives is limited to the funding levels specified in the Commission's Report and Order in Case No. GR-2009-0355 subject to adjustment as provided therein.

DEFINITIONS:

Administrator - MGE may administer the program exclusively in-house and/or in partnership with contracted vendors (as necessary).

Participant - An existing customer with an active account who is being served under the Company's SGS rate class who purchase and install a qualifying natural gas water heating or space heating systems, as described in the program, within MGE's service territory.

AVAILABILITY:

The program is available to any active MGE SGS customer (no final bill or inactive accounts) who purchase and install a natural gas space heating or water heating system that meets Energy Star® criteria (where applicable) within MGE's service territory.

SGS customers will be eligible to receive the following rebates:

- \$ 50 for tank water heater greater than or equal to .62 but less than .67 EF
- \$125 for tank water heater greater than or equal to .67 but less than .80 EF
- \$200 for a .80 EF or greater condensing tank water heater or .82 or greater EF tankless water heater
- \$200 for a natural gas furnace greater than or equal to .90 but less than .96 AFUE
- \$300 for a natural gas furnace .96 AFUE or greater.
- \$450 for a combination furnace/water heater that meets current Energy Star® criteria.
- \$200 for a natural gas boiler system that meets current Energy Star® criteria.
- \$300 for a radiant infrared heater (Low-intensity heater, electronic ignition only)* rated between 20,000 BTU/hr and 250,000 BTU/hr
- \$25 for a programmable thermostat if purchased in conjunction with a space heating system
- * All outdoor radiant infrared heating applications such as outdoor patios and golf ranges are not eligible.

DATE OF ISSUE	August	15	2012	DATE EFFECTIVE	September	14	2012
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ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111

> **FILED** Missouri Public Service Commission JG-2013-0083

P.S.C. MO. No. Cancelling P.S.C. MO. No.

<u>1</u> 1 Third Revised Second Revised SHEET No. 103 SHEET No. 103

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

SMALL GENERAL SERVICE NATURAL GAS ENERGY EFFICIENCY INITIATIVES

A. Energy Efficiency Education Program

As an Energy Star® partner, MGE will make information available to customers and, where possible, work in cooperation with other Energy Star® partners and other energy efficiency collaboratives to further public education programs. In addition MGE will implement an online energy analyzer through its web site.

B. High-Efficiency Natural Gas Water Heating and Space Heating Incentive Program

The High-Efficiency Natural Gas Water Heater and Space Heating Incentive Program is an incentive program designed to encourage customers to use energy efficient equipment through the purchase and installation of high efficiency natural gas water heaters and/or space heating systems. Incentives are offered for a portion of the cost of such systems that meet Energy Star® criteria (where applicable). Company's participation in such financial incentives is limited to the funding levels specified in the Commission's Report and Order in Case No. GR-2009-0355 subject to adjustment as provided therein.

DEFINITIONS:

Administrator – MGE may administer the program exclusively in-house and/or in partnership with contracted vendors (as necessary).

Participant – An existing customer with an active account who is being served under the Company's SGS rate class who purchase and install a qualifying natural gas water heating or space heating systems, as described in the program, within MGE's service territory.

AVAILABILITY:

The program is available to any active MGE SGS customer (no final bill or inactive accounts) who purchase and install a natural gas space heating or water heating system that meets Energy Star® criteria (where applicable) within MGE's service territory.

SGS customers will be eligible to receive the following rebates:

- \$ 50 for tank water heater greater than or equal to .62 but less than .67 EF
- \$125 for tank water heater greater than or equal to .67 but less than .80 EF
- \$200 for a .80 EF or greater condensing tank water heater or .82 or greater EF tankless water heater
- \$200 for a natural gas furnace greater than or equal to .90 but less than .96 AFUE
- \$300 for a natural gas furnace .96 AFUE or greater.
- \$450 for a combination furnace/water heater that meets current Energy Star® criteria.
- \$200 for a natural gas boiler system that meets current Energy Star® criteria.
- \$25 for a programmable thermostat if purchased in conjunction with a space heating system

DATE OF ISSUE November 9 2011 DATE EFFECTIVE December 9 2011 month day year month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Second Revised First Revised SHEET No. 103 SHEET No. 103

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

SMALL GENERAL SERVICE NATURAL GAS ENERGY EFFICIENCY INITIATIVES

A. Energy Efficiency Education Program

As an Energy Star® partner, MGE will make information available to customers and, where possible, work in cooperation with other Energy Star® partners and other energy efficiency collaboratives to further public education programs. In addition MGE will implement an online energy analyzer through its web site.

B. High-Efficiency Natural Gas Water Heating and Space Heating Incentive Program

The High-Efficiency Natural Gas Water Heater and Space Heating Incentive Program is an incentive program designed to encourage customers to use energy efficient equipment through the purchase and installation of high efficiency natural gas water heaters and/or space heating systems. Incentives are offered for a portion of the cost of such systems that meet Energy Star® criteria (where applicable). Company's participation in such financial incentives is limited to the funding levels specified in the Commission's Report and Order in Case No. GR-2009-0355 subject to adjustment as provided therein.

DEFINITIONS:

Administrator – MGE may administer the program exclusively in-house and/or in partnership with contracted vendors (as necessary).

Participant – An existing customer with an active account who is being served under the Company's SGS rate class who purchase and install a qualifying natural gas water heating or space heating systems, as described in the program, within MGE's service territory.

AVAILABILITY:

The program is available to any active MGE SGS customer (no final bill or inactive accounts) who purchase and install a natural gas space heating or water heating system that meets Energy Star® criteria (where applicable) within MGE's service territory.

SGS customers will be eligible to receive the following rebates:

- \$40 for a tank water heating system that meets Energy Star® criteria.
- \$200 for a tankless water heating system that meets Energy Star® criteria.
- \$200 for a natural gas furnace that meets Energy Star® criteria.
- \$450 for a combination furnace/water heater that meets Energy Star® criteria.
- \$200 for a natural gas boiler system that meets Energy Star® criteria.
- \$25 for a programmable thermostat if purchased in conjunction with a space heating system.

September 15, 2010

DATE OF ISSUE September 2 2010 month day year

DATE EFFECTIVE -

October 2 2010 month day year

ISSUED BY: Michael R. Noack

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

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December 9, 2011
Missouri Public
Service Commission
JG-2012-0212

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Service Commission
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SHEET No. 103 SHEET No. 103

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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February 16, 2010 Month Day Year

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February 28, 2010 March 18, 2010

Month Day Year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO 64111

Original

SHEET No. 103

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL LOW INCOME RATE (ELIR)

GENERAL

The Experimental Low Income Rate (ELIR) was approved by the Commission in Case No. GR-2001-292. The ELIR will, on a pilot basis, provide up to 1,000 participants in the Joplin area with a fixed credit on their monthly MGE bill (ELIR credit). Participants taking service under the ELIR shall receive the ELIR credit for a period up to twenty-four months from the billing cycle designated by MGE as the participant's first for the ELIR until the billing cycle designated as the participant's last for the ELIR.

DEFINITIONS

Low-income residential customer – An MGE customer receiving service under the RS rate (Tariff Sheet No. 25) who is classified as low-income by the Missouri Department of Social Services.

Applicant – A low-income residential customer who submits an ELIR application form for the ELIR credit.

Participant – An applicant who agrees to the terms of the ELIR and is accepted by MGE.

AVAILABILITY

Service under this rate schedule shall be available to up to one thousand participants in the Joplin area who satisfy the following criteria:

- 1. Applicant must be an MGE individual residential customer using natural gas for space heating and receiving service under the RS rate.
- 2. Applicant's annual income must be verified initially and annually thereafter as being no greater than 100 percent of the federal poverty level.

DATE OF ISSUE October 1, 2001 DATE EFFECTIVE November 1, 2001 month day year

ISSUED BY: Robert J. Hack VP, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Second Revised First Revised SHEET No. <u>103.1</u> SHEET No. 103.1

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

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Rebate limit: Individual business units, as determined by account number, are eligible for a maximum of \$3500. This rebate is independent of any other incentives or State and/or Federal tax credits for which the customer may be eligible for the purchase of the high-efficiency natural gas water heating or space heating system.

PROGRAM FUNDING

Per the Commission Report and Order in GR-2009-0355, the Company will initially fund \$1,500,000 on an annual basis, subject to increases toward the goal of .5% of the Company's gross operating revenues with 90% allocated to the residential customer class. These amounts will be deferred and treated as a regulatory asset with a ten-year amortization period. Such amortization will begin on the effective date of rates in the Company's next general rate case. Amounts spent under these programs will be included in MGE's rate base in its next general rate case. Each year on or around November 1, Company will prepare a budget of program expenditures subject to approval by the MGE Energy Efficiency Collaborative (EEC). The approved budget will be used for the ensuing 12 months unless the EEC agrees that there is a need to make changes within a budget year. Any excess funds remaining as of the effective date of rates in GR-2009-0355, shall have interest applied equal to 7.72%, until such funds are expended. MGE's expenditures will be subject to a prudence review in any relevant MPSC proceedings.

ENERGY EFFICIENCY COLLABORATIVE

The Energy Efficiency Collaborative (EEC), which was formed in GT-2008-0005, will provide oversight for the design and implementation of energy efficiency programs for MGE's Residential and SGS classes. The members of the EEC include designated representatives from MGE, Commission Staff, Public Counsel and Department of Natural Resources. Each entity shall have one vote each. The EEC will seek to make decisions by consensus, but where consensus cannot be reached, any of the charter members may petition the Commission to resolve, in accordance with its normal procedural rules, any differences over the selection of specific future programs for implementation, funding, or any other aspects of the energy efficiency program development and evaluation process. Other appropriate parties, such as electric utilities with service territories that overlap MGE's service territory, that are acceptable to the EEC charter members may also participate in the EEC process but will not be part of the EEC decision making process.

OTHER CONDITIONS:

MGE will submit to the Commission Staff and the Office of the Public Counsel reports on a quarterly basis (due within 45 days from the end of the quarter) which will detail the cost and participation in the program. The following information will be included in the quarterly reports:

- 1. For the Energy Efficiency Education Program, MGE will report:
 - a. Summary information regarding the cost, type and number of educational programs implemented;
 - b. MGE's involvement in other energy conservation programs where MGE has worked in cooperation with other Energy Star® partners or energy conservation collaboratives to further public education;
 - c. Dollars spent on program including evaluation, administrative expenses and promotion/advertising; by type of promotion/advertising; and
 - d. Number of web site hits on the various pages of MGE's customer site Missouri Public

Service Commission

GT-2011-0049; YG-2011-0115

DATE OF ISSUE September 2 2010 DATE EFFECTIVE October 2 2010 month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

P.S.C. MO. No. $\frac{1}{1}$ Canceling P.S.C. MO. No. $\frac{1}{1}$

First Revised <u>Original</u>

SHEET No. 103.1 SHEET No. 103.1

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<u>a</u>	<u>Division</u>	of	Southern	<u>Union</u>	Company

For: All Missouri Service Areas

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DATE OF ISSUE:

February 16, 2010 Day Year Month

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Month Day Year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO 64111

Original

SHEET No. 103.1

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL LOW INCOME RATE (ELIR)

- 3. For purposes of determining the level of the ELIR credit to be received, the applicants will be categorized as follows:
 - a. Group A –Applicants whose annual income has been verified as being from 0 to 50 percent of the federal poverty level.
 - b. Group B –Applicants whose annual income has been verified as being from 51 to 100 percent of the federal poverty level.
- 4. Applicants shall be required to enroll in MGE's ABC Plan (Average Bill Calculation Plan, Tariff Sheet Nos. R-47 R-48B) with adjustments to said plan limited to once per year.
- 5. Applicants who have outstanding arrearages shall enter special pay agreements through which the arrearages shall be paid over a period of 12, 24 or 30 months mutually agreed to by both the Company and the Applicant.
- 6. Applicants shall agree to an interview or questionnaire related to their energy use. Any information provided in these interviews or questionnaires that is later made public will not be associated with the applicant's name.
- 7. Any provision of the Company's rules and regulations applicable to the Company's RS customers will also apply to ELIR participants.

ENERGY ASSISTANCE

- 1. Applicants who have not previously completed an application for a LIHEAP ("Low Income Home Energy Assistance Program") grant agree to apply for a LIHEAP grant when such grants become available.
- 2. Applicants agree to apply for any other energy assistance programs, if available, as referred to by the Company.

DATE OF ISSUE October 1, 2001 DATE EFFECTIVE November 1, 2001 month day year

ISSUED BY: Robert J. Hack VP, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Second Revised First Revised SHEET No. <u>103.2</u> SHEET No. <u>103.2</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

- 2. For the High Efficiency Natural Gas Water Heating and Space Heating Incentive Program, MGE will report:
 - e. The total number of incentive requests and the number of incentive requests approved;
 - i. The type and/or size (storage capacity) and fuel source of the water heater that was replaced, if available;
 - ii. The type and/or size and fuel source of heating equipment that was replaced, if available
 - f. The dollars spent on incentives, evaluation, administrative expenses and promotion/advertising;
 - g. Number and type of any complaints received and the resolution of the complaints; and
 - Compilation of information as provided by participating customers, which will include:
 - i. Type of business;
 - ii. Age and size of water heater and/or space heating system being replaced; and
 - iii. Reason for purchase of the Energy Star® rated natural gas water heating and/or space heating system.

MGE may in the future request permission from the Commission to expand the energy efficiency program to include additional SGS natural gas energy efficiency measures.

A detailed post-implementation evaluation of the initial two (2) years of each new program shall be completed within six (6) months of the end of each program's second year. Where feasible, these reviews will include both process evaluations and cost effectiveness (impact) evaluations. Evaluations may be performed after less than two years of program evaluation if the EEC determines this is preferable.

MGE – working collaboratively with the MGE Energy Efficiency Collaborative (EEC) – will file an annual report with the Commission assessing the overall effectiveness of the program along with recommendations for improving the program and any proposed tariff changes. Post-implementation evaluations above may be used in the selection and design of future programs.

Missouri Public Service Commission GT-2011-0049; YG-2011-0115

DATE OF ISSUE September 2 2010 month day year

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September 15, 2010
October 2 2010
month day year

ISSUED BY: Michael R. Noack

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

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

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SHEET No. 103.2 SHEET No. 103.2

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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DATE EFFECTIVE: -

February 28, 2010 March 18, 2010 March

Day Year Month

ISSUED BY: Michael R. Noack

Month

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

Original

SHEET No. 103.2

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL LOW INCOME RATE (ELIR)

CREDIT AMOUNT

Participants in the ELIR will receive the ELIR credit for which the participant qualifies for up to 24 months so long as the participant continues to meet the requirements of the ELIR tariff.

Up to 1,000 participants shall receive the ELIR credit in the following amounts:

- Group A Up to a maximum of \$40 per month (not to exceed the participant's fixed monthly ABC payment).
- Group B Up to a maximum of \$20 per month (not to exceed the participant's fixed monthly ABC payment).

DISCONTINUANCE AND REINSTATEMENT

MGE may discontinue a participant's ELIR credit for any of the following reasons:

- 1. If MGE determines the participant no longer meets the guidelines set forth in this tariff.
 - 2. If the participant submits a written request to MGE asking that the ELIR credit be discontinued.
 - 3. If the participant does not keep current with ABC payments.
 - 4. If the participant does not keep current with arrearage payments.
 - 5. If the participant does not fulfill the terms of the ELIR application or the ELIR tariff.
 - 6. If the participant does not conform to MGE's RS rules and regulations, and as a result the participant has RS service discontinued by MGE.

Reinstatement of the ELIR credit will be at the discretion of MGE.

DATE OF ISSUE October 1, 2001 DATE EFFECTIVE November 1, 2001 month day year

ISSUED BY: Robert J. Hack VP, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

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Second Revised First Revised SHEET No. <u>103.3</u> SHEET No. <u>103.3</u>

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

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DATE OF ISSUE:

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DATE EFFECTIVE:

February 28, 2010 March 18, 2010

Month Day Year

ISSUED BY: Michael R. Noack

<u>Director, Pricing and Regulatory Affairs</u> Missouri Gas Energy, Kansas City, MO 64111

P.S.C. MO. No. 1 Canceling P.S.C. MO. No. 1 First Revised Original

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

EXPERIMENTAL LOW INCOME RATE (ELIR)

MISAPPLICATION OF THE ELIR CREDIT

Providing incorrect information to the agency to obtain the ELIR credit shall constitute a misapplication of the ELIR credit. If this occurs MGE may discontinue the ELIR credit and rebill the account for the amount of all ELIR credits received by the participant. However, nothing in this experimental tariff shall be interpreted as limiting MGE's rights under any provisions of any applicable law or tariff.

OTHER CONDITIONS

ELIR participation and the overall ELIR program shall be designed so that MGE neither profits from nor incurs losses. Projected expenditures on the program should equal the projected revenue from the 24-month \$0.08/month surcharge on the RS customers. The program will be designed so that Group A will have at least 200 participants and similarly Group B will have at least 200 participants. MGE will gather participant data on usage, arrears, payments and other relevant factors, which will be combined with the data provided by the agency, to enable the evaluation of the program. MGE shall make nonconfidential data, as well as any and all program evaluations that are conducted, available to interested parties. If any actual surcharge revenue in excess of actual program expenses remains at the end of the ELIR program and evaluation, MGE shall contribute an amount equal to the surplus revenue to the Mid America Assistance Coalition.

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DATE EFFECTIVE

28. October day month

2004 year

ISSUED BY: Michael R. Noack

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

Missouri Public

P.S.C. MO. No. 1 Canceling P.S.C. MO. No. 1 REC'D OCT 01 2001 SHEET No. 103.3

Missouri Gas Energy, a Division of Southern Union Company

Service Commission
For: All Missouri Service Areas

EXPERIMENTAL LOW INCOME RATE (ELIR)

MISAPPLICATION OF THE ELIR CREDIT

Providing incorrect information to the agency to obtain the ELIR credit shall constitute a misapplication of the ELIR credit. If this occurs MGE may discontinue the ELIR credit and rebill the account for the amount of all ELIR credits received by the participant. However, nothing in this experimental tariff shall be interpreted as limiting MGE's rights under any provisions of any applicable law or tariff.

OTHER CONDITIONS

ELIR participation and the overall ELIR program shall be designed so that MGE neither profits from nor incurs losses. Projected expenditures on the program should equal the projected revenue from the 24-month \$0.08/month surcharge on the RS customers (Tariff Sheet 25). The program will be designed so that Group A will have at least 200 participants and similarly Group B will have at least 200 participants. MGE will gather participant data on usage, arrears, payments and other relevant factors, which will be combined with the data provided by the agency, to enable the evaluation of the program. MGE shall make non-confidential data, as well as any and all program evaluations that are conducted, available to interested parties. If any actual surcharge revenue in excess of actual program expenses remains at the end of the ELIR program and evaluation, MGE shall contribute an amount equal to the surplus revenue to the Mid America Assistance Coalition.

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Service Commission

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DATE EFFECTIVE

November 1, 2001 month day year

ISSUED BY: Robert J. Hack

VP, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

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P.S.C. MO. No.

First Revised Original

SHEET No.104 SHEET No.104

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

REBUILD JOPLIN: EXPERIMENTAL PILOT PROGRAM FOR RESIDENTIAL AND SGS NATURAL GAS ENERGY **EFFICIENCY INCENTIVES**

<u>Purpose</u>

The Rebuild Joplin Program is designed to assist tornado victims, encourage rebuilding efforts, and promote energy efficiency in the tornado-impacted areas in and around Joplin, Missouri by offering increased appliance incentives through MGE's energy efficiency program.

Definitions

Administrator: MGE may administer the Rebuild Joplin Program in-house and/or in partnership with contracted vendors (as necessary).

Participant:

- Existing or prospective MGE customers served under the Residential or SGS rate classes in Jasper and Newton Counties.
- Builders and/or contractors who build or repair structures that are or will be served under MGE's Residential or SGS rate classes in Jasper and Newton Counties.

Availability

The Rebuild Joplin Program is available to Participants who purchase and install a natural gas space heating or water heating appliance that meets Energy Star® criteria (where applicable) through May 1, 2013 or as long as authorized funds are available, whichever occurs first. Participants are eligible to receive the following incentives:

- \$ 50 for tank water heater greater than or equal to .62 but less than .67 EF
- \$125 for tank water heater greater than or equal to .67 but less than .80 EF
- \$400 for a .80 EF or greater condensing tank water heater or .82 or greater EF tankless water heater
- \$400 for a natural gas furnace greater than or equal to .90 but less than .96 AFUE
- \$600 for natural gas furnace .96 AFUE or higher.
- \$450 for a combination furnace/water heater that meets Energy Star® criteria.
- \$400 for a natural gas boiler system that meets Energy Star® criteria.
- \$ 25 for a programmable thermostat if purchased in conjunction with a space heating system.

PROGRAM FUNDING

The Rebuild Joplin Program, along with MGE's other energy efficiency initiatives, will be funded in accordance with the Commission's Report and Order issued in GR-2009-0355 and will be subject to adjustment as provided therein. A maximum of \$1,000,000 of such funding may be applied to the Rebuild Joplin Program and the Rebuild Joplin Energy Star New Homes Program in the aggregate (including incentives, administrative expenses, promotions/advertising, and such other Program costs) through May 1, 2013 or as long as authorized funds are available, whichever occurs first. The Energy Efficiency Collaborative will monitor expenditures made for the Rebuild Joplin program, pursuant to reports to be provided by MGE, and may recommend increasing the \$1,000,000 cap on program funding for consideration by the Commission. Expenditures for the Rebuild Joplin program may be deferred and treated as a regulatory asset and ratemaking treatment of such deferred amounts will be considered in MGE's next general rate proceeding.

DATE OF ISSUE	<u>November</u>	30	2012	DATE EFFECTIVE January	_11	2013
	month	day	year	month	day	year
ISSUED BY: Micha	el R. Noack			Director, Pricing and Regu	latory A	Affairs
				Missouri Gas Energy, Kar		

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

REBUILD JOPLIN: EXPERIMENTAL PILOT PROGRAM FOR RESIDENTIAL AND SGS NATURAL GAS ENERGY EFFICIENCY INCENTIVES

A. Purpose

The Rebuild Joplin Program is designed to assist tornado victims, encourage rebuilding efforts, and promote energy efficiency in the tornado-impacted areas in and around Joplin, Missouri by offering increased appliance incentives through MGE's energy efficiency program.

B. Definitions

Administrator: MGE may administer the Rebuild Joplin Program in-house and/or in partnership with contracted vendors (as necessary).

Participant:

- Existing or prospective MGE customers served under the Residential or SGS rate classes in Jasper and Newton Counties.
- Builders and/or contractors who build or repair structures that are or will be served under MGE's Residential or SGS rate classes in Jasper and Newton Counties.

C. Availability

The Rebuild Joplin Program is available to Participants who purchase and install a natural gas space heating or water heating appliance that meets Energy Star® criteria (where applicable) through December 31, 2012 or as long as authorized funds are available, whichever occurs first. Participants are eligible to receive the following incentives:

- \$ 50 for tank water heater greater than or equal to .62 but less than .67 EF
- \$125 for tank water heater greater than or equal to .67 but less than .80 EF
- \$400 for a .80 EF or greater condensing tank water heater or .82 or greater EF tankless water heater
- \$400 for a natural gas furnace greater than or equal to .90 but less than .96 AFUE
- \$600 for natural gas furnace .96 AFUE or higher.
- \$450 for a combination furnace/water heater that meets Energy Star® criteria.
- \$400 for a natural gas boiler system that meets Energy Star® criteria.
- \$ 25 for a programmable thermostat if purchased in conjunction with a space heating system.

D. PROGRAM FUNDING

The Rebuild Joplin Program, along with MGE's other energy efficiency initiatives, will be funded in accordance with the Commission's Report and Order issued in GR-2009-0355 and will be subject to adjustment as provided therein. A maximum of \$1,000,000 of such funding may be applied to the Rebuild Joplin Program and the Rebuild Joplin Energy Star New Homes Program in the aggregate (including incentives, administrative expenses, promotions/advertising, and such other Program costs) through December 31, 2012 or as long as authorized funds are available, whichever occurs first. The Energy Efficiency Collaborative will monitor expenditures made for the Rebuild Joplin program, pursuant to reports to be provided by MGE, and may recommend increasing the \$1,000,000 cap on program funding for consideration by the Commission. Expenditures for the Rebuild Joplin program may be deferred and treated as a regulatory asset and ratemaking treatment of such deferred amounts will be considered in MGE's next general rate proceeding.

DATE OF ISSUE	November	9	2011	DATE EFFECTIVE	December	9	2011
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ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

CANCELLED January 1, 2013 Missouri Public Service Commission YG-2013-0255 FILED
Missouri Public
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GT-2012-0170, JG-2012-0211

P.S.C. MO. No. Canceling P.S.C. MO. No.

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First Revised Original SHEET No.104.1 SHEET No.104.1

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

E. ENERGY EFFICIENCY COLLABORATIVE

The Energy Efficiency Collaborative (EEC), which was formed in Case No. GT-2008-0005 and continued in Case No. GR-2009-0355, will provide oversight for the implementation of this Rebuild Joplin Program.

F. OTHER CONDITIONS:

MGE will submit reports on a quarterly basis (due within 45 days from the end of the quarter) to the EEC. These reports will detail the cost and participation in the program. The following information will be included in the quarterly reports:

- a. The total number of incentive requests and the number of incentive requests approved;
- The dollars spent on incentives, evaluation, administrative expenses and promotion/advertising;
- Number and type of any complaints received and the resolution of the complaints;
 and

A detailed post-implementation evaluation the program shall be completed within six (6) months of the end of the program's termination date unless the EEC determines that completion should occur at a later date so that adequate program participant billing data would be available to use in the impact evaluation. This evaluation will be funded by energy efficiency program funds. Where feasible, this review will include both process evaluations and cost effectiveness (impact) evaluations.

DATE OF ISSUE November 30 2012 DATE EFFECTIVE January 1 2013 month day year month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

E. ENERGY EFFICIENCY COLLABORATIVE

The Energy Efficiency Collaborative (EEC), which was formed in Case No. GT-2008-0005 and continued in Case No. GR-2009-0355, will provide oversight for the implementation of this Rebuild Joplin Program.

F. OTHER CONDITIONS:

MGE will submit reports on a quarterly basis (due within 45 days from the end of the quarter) to the EEC. These reports will detail the cost and participation in the program. The following information will be included in the quarterly reports:

- a. The total number of incentive requests and the number of incentive requests approved;
- b. The dollars spent on incentives, evaluation, administrative expenses and promotion/advertising;
- Number and type of any complaints received and the resolution of the complaints;
 and

A detailed post-implementation evaluation the Rebuild Joplin Program shall be completed within six (6) months of the end of the Program's termination date. This evaluation will be funded by energy efficiency program funds. Where feasible, this review will include both process evaluations and cost effectiveness (impact) evaluations.

DATE OF ISSUE November 9 2011 DATE EFFECTIVE December 9 2011 month day year month day year

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

CANCELLED January 1, 2013 Missouri Public Service Commission YG-2013-0255 FILED
Missouri Public
Service Commission
GT-2012-0170, JG-2012-0211

P.S.C. MO. No. Canceling P.S.C. MO. No.

<u>1</u> 1 Second Revised First Revised

SHEET No.105 SHEET No.105

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

Rebuild Joplin: Energy Star® New Homes Experimental Pilot Program

A. Purpose

The Rebuild Joplin Energy Star® New Homes Program is designed to assist tornado victims, encourage rebuilding efforts, and promote energy efficiency in the tornado-impacted areas in and around Joplin, Missouri by encouraging the construction of homes that meet the Energy Star® Homes guidelines

B. <u>Definitions</u>:

Administrator: MGE may administer the Energy Star® New Homes Program in-house and/or in partnership with contracted vendors (as necessary) in compliance with the terms

established by Energy Star®.

Participant: Residential builders, subcontractors or individuals in the business of constructing new, residential homes and retailers/detailers of modular and manufactured homes along with individuals trained and certified as Home Energy Raters. The new home must include the installation of an Energy Star® qualifying natural gas water heater and space heating system (including heat pumps with natural gas backup).

Eligible Areas: The Missouri Counties of Jasper and Newton in the Company's service territory. Terms and Conditions:

Residential builders, subcontractors, and retailer/dealers who wish to participate in the program must meet all guidelines of the federal Energy Star® Home program.

Additional program details may be found at www.energystar.gov and clicking on New Homes or by going to the New Homes section at http://www.energystar.gov/index.cfm?c=new_homes.hm_index
For MGE customers in the Eligible Areas served by Empire District Electric Company, MGE will provide incentives of up to \$800 to the builder in order to reduce the additional cost of building to Energy Star® guidelines. The builder incentive will be paid after the home is declared to be an Energy Star® Qualified Home.

For MGE customers in the Eligible Areas not served by Empire District Electric Company, MGE will provide incentives of up to \$800 to the builder in order to reduce the additional cost of building to Energy Star® guidelines, but \$400 of that amount may be applied by the customer to the energy audit process payable to the Home Energy Rater. The total incentive amount shall not exceed \$800. The builder incentive will be paid after the home is declared to be an Energy Star® Qualified Home.

D. Availability:

Incentives are available for structures that install a qualifying natural gas space heating appliances (including heat pumps with natural gas backup) and also natural gas water heaters. This program will be available through December 31, 2013 or until authorized spending levels are reached, whichever occurs first.

DATE OF ISSUE March 22 2013 DATE EFFECTIVE May 1 2013 month day year month day year

ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

P.S.C. MO. No. Canceling P.S.C. MO. No.

First Revised Original

SHEET No.105 SHEET No.105

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

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Rebuild Joplin: Energy Star® New Homes Experimental Pilot Program

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Administrator: MGE may administer the Energy Star® New Homes Program in-house and/or in

partnership with contracted vendors (as necessary) in compliance with the terms

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Participant: Residential builders, subcontractors or individuals in the business of constructing new, residential homes and retailers/detailers of modular and manufactured homes along with individuals trained and certified as Home Energy Raters. The new home must include the installation of an Energy Star® qualifying natural gas water heater and space heating system (including heat pumps with natural gas backup).

Eligible Areas: The Missouri Counties of Jasper and Newton in the Company's service territory.

C. Terms and Conditions:

Residential builders, subcontractors, and retailer/dealers who wish to participate in the program must meet all guidelines of the federal Energy Star® Home program.

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Incentives are available for structures that install a qualifying natural gas space heating appliances (including heat pumps with natural gas backup) and also natural gas water heaters. This program will be available through May 1, 2013 or until authorized spending levels are reached, whichever occurs first.

DATE OF ISSUE November DATE EFFECTIVE January 2012 2013 month year month day vear

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs Missouri Gas Energy, Kansas City, MO. 64111 Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

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D. Availability:

ISSUED BY: Michael R. Noack

Incentives are available for structures that install a qualifying natural gas space heating appliances (including heat pumps with natural gas backup) and also natural gas water heaters. This program will be available through December 31, 2012 or until authorized spending levels are reached, whichever occurs first.

DATE EFFECTIVE December 2011 DATE OF ISSUE November 2011 month day year month day year

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

> **FILED** Missouri Public Service Commission GT-2012-0170, JG-2012-0211

P.S.C. MO. No. Canceling P.S.C. MO. No.

<u>1</u> 1 Second Revised First Revised SHEET No.105.1 SHEET No.105.1

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

E. Program Funding:

Rebuild Joplin Energy Star® New Homes Program, along with MGE's other energy efficiency initiatives, will be funded in accordance with the Commission's Report and Order issued in GR-2009-0355 and will be subject to adjustment as provided therein. A maximum of \$1,000,000 of such funding may be applied to the Rebuild Joplin Program in the aggregate (as detailed in that tariff) and the Rebuild Joplin Energy Star® New Homes Program (including incentives, administrative expenses, promotions/advertising, and such other Program costs) through December 31, 2013 or as long as authorized funds are available, whichever occurs first. The Energy Efficiency Collaborative will monitor expenditures made for the Rebuild Joplin program, pursuant to reports to be provided by MGE, and may recommend increasing the \$1,000,000 cap on program funding for consideration by the Commission. Expenditures for the Rebuild Joplin program may be deferred and treated as a regulatory asset and ratemaking treatment of such deferred amounts will be considered in MGE's next general rate proceeding.

F. Energy Efficiency Collaborative

The Energy Efficiency Collaborative (EEC), which was formed in Case No. GT-2008-0005 and continued in Case No. GR-2009-0355, will provide oversight for the implementation of this Rebuild Joplin Energy Star® New Homes Program.

G. Other Conditions

MGE will submit reports on a quarterly basis (due within 45 days from the end of the quarter) to the EEC. These reports will detail the cost and participation in the Program. The following information will be included in the quarterly reports:

- a. The total number of program requests and the number of requests approved;
- b. The dollars spent on the program, evaluation, administrative expenses and promotion/advertising;
- c. Number and type of any complaints received and the resolution of the complaints

A detailed post-implementation evaluation the program shall be completed within six (6) months of the end of the program's termination date unless the EEC determines that completion should occur at a later date so that adequate program participant billing data would be available to use in the impact evaluation. This evaluation will be funded by energy efficiency program funds. Where feasible, this review will include both process evaluations and cost effectiveness (impact) evaluations.

DATE OF ISSUE March 22 2013 DATE EFFECTIVE May 1 2013 month day year month day year

ISSUED BY: Michael R. Noack

<u>Director, Pricing and Regulatory Affairs</u> Missouri Gas Energy, Kansas City, MO. 64111 P.S.C. MO. No.
Canceling P.S.C. MO. No.

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First Revised Original SHEET No.105.1 SHEET No.105.1

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

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ISSUED BY: Michael R. Noack Director, Pricing and Regulatory Affairs

Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

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DATE OF ISSUE November 9 2011 DATE EFFECTIVE month day year

_DATE EFFECTIVE __December ____9 ___

<u>nber 9 2011</u> month day year

ISSUED BY: Michael R. Noack

<u>Director, Pricing and Regulatory Affairs</u> Missouri Gas Energy, Kansas City, MO. 64111

FILED
Missouri Public
Service Commission
GT-2012-0170, JG-2012-0211