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Kansas City Power & Light Company

Average Payment Plan

FORM NO. 13

P. S. C. MO. No. 2

First { Original } SHEET No. 1.67
 { Revised }

Cancelling P. S. C. MO. No. 2

{ Original } SHEET No. 1.67
 { Revised }

KANSAS CITY POWER & LIGHT COMPANY
Name of Issuing Corporation or Municipality

For Missouri Retail Service Area
Community, Town or City

Missouri Public Service Commission

**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE**

REC'D DEC 23 1998

19. AVERAGE PAYMENT PLAN

19.01 AVAILABILITY: This Plan is available to Customers receiving service under rate schedules for Residential Service. Such Customers may elect to be billed, and must pay for, all electric service provided by the Company under said Schedules, in accordance with the terms and provisions of the Company's Average Payment Plan.

19.02 ELIGIBILITY: To be eligible to elect to be billed under the terms and provisions of the Average Payment Plan, the Customer must meet the following requirements:

- (a) The Customer must be currently receiving service under one of said schedules.
- (b) The Customer must have received service continuously at his present premises for at least twelve (12) months prior to the election or agree to Company's estimate for such service.
- (c) The Customer must not have outstanding with the Company any delinquent amount not in dispute.
- (d) The Customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service.

19.03 ELECTION: The Company shall choose a period of time in each year, designated as the "enrollment period" for those Customers then eligible under the Plan. The bills rendered to these Customers during the enrollment period shall contain two amounts: The actual amount due, and the amount due under the Plan. The Customer elects to pay under the Plan if he pays the amount shown to be due under the Plan. The next bill rendered to Customers who have not elected to pay under the Plan shall contain two amounts: the actual amount due, and the amount due under the Plan, adjusted for any difference between the prior month's actual amount due and the amount due under the Plan for the prior month, and the Customer again will have the option to elect to pay under the Plan. Thereafter, a Customer may also elect to pay under the Plan at any time by contacting the Company's Customer Service Center. All qualified new Customers will be offered the Plan on their first bill. The Customer must pay any past due amount owed for electric service, except as provided in Missouri Commission Rule 4 CSR 240-13.045, before billing under the Plan will be commenced.

Missouri Public Service Commission

FILED APR 30 1999

KCPL Form 661H002 (Rev 1/97)

DATE OF ISSUE December 22, 1998 DATE EFFECTIVE April 30, 1999
month day year month day year

ISSUED BY J. S. Latz Senior Vice President 1201 Walnut, Kansas City, Mo.
name of officer title address

FORM NO. 13 P. S. C. MO. No. 2 First 1.68
 SHEET No. Original Revised
 Cancelling P. S. C. MO. No. 2 SHEET No. 1.68
 Original Revised
KANSAS CITY POWER & LIGHT COMPANY
 Name of Issuing Corporation or Municipality For **Missouri Retail Service Area**
 Community, Town or City

Missouri Public Service Commission

**GENERAL RULES AND REGULATIONS
 APPLYING TO ELECTRIC SERVICE**

REC'D DEC 23 1998

19. AVERAGE PAYMENT PLAN (Continued)

19.04 **RATE:** The total amount billed during any Plan year shall be equal to the amount which would have been billed to the Customer for his usage during that year had he not elected the average payment plan. The amount billed in the final month of the enrollment year will be the Average Payment amount due plus an adjustment, which is equal to the difference between Customer's annual billing under the Plan and Customer's annual billing under the appropriate Residential Service rate schedule.

19.05 **PAYMENT OF ARREARS UNDER THE PLAN:** Any Customer who fails to make timely payments of the Average Payment plus one-twelfth of the arrears amount, or who causes or permits diversion of electric service, shall be considered in default, and subject to disconnection in accordance with the provisions of Rule 3.13. The Company may require payment in full of the total amount in arrears as a condition of reconnection.

19.06 **AVERAGE PAYMENT AMOUNT:**

(1) **Initial enrollment year**

The Company will calculate the Customer's total annual bill based on current rate schedules, appropriate taxes, and Customer's usage for the past 12 months. The first Average Payment amount due under the Plan will be this total annual bill divided by twelve. If a record of actual usage is not available, the Customer's usage will be estimated.

(2) **Subsequent enrollment year**

The Company will calculate the Customer's subsequent enrollment year total annual bill based on current rate schedules, appropriate taxes, and Customer's usage for the past 12 months. Each subsequent Average Payment amount due under the plan will be this total annual bill divided by twelve, plus any adjustment, if applicable.

(3) **Adjustment**

(a) The monthly amounts payable under the Plan will be adjusted to reflect any rate schedule changes.

(b) The amount billed in the final month of the enrollment year will be the Average Payment amount due plus an adjustment, which is equal to the difference between Customer's annual billing under the Plan and Customer's annual billing under the appropriate Residential Service rate schedule. However, at the Customer's option, the customer may pay only the Average Payment amount due. Any difference remaining in the annual amount paid by the Customer and the Customer's annual billing under the appropriate Residential Service rate schedule will be divided by twelve, and the result shall be an adjustment to the Average Payment amount due each month in the subsequent enrollment year. The interest shall be due from or payable to the Customer on this adjustment amount.

KCPL Form 661H002 (Rev 1/97)

Missouri Public Service Commission

FILED APR 30 1999

DATE OF ISSUE December 22, 1998 DATE EFFECTIVE April 30, 1999
 month day year month day year

ISSUED BY J. S. Latz Senior Vice President 1201 Walnut, Kansas City, Mo.
 name of officer title address

Empire District Electric Company

Action to Support the Elderly

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 20

Canceling P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 20

For ALL TERRITORY

EMPIRE'S ACTION TO SUPPORT THE ELDERLY
RIDER EASE

APPLICATION:

"Registered Elderly or Disabled Customer" means one who is sixty (60) years old and above, or is disabled to the extent that s/he is unable to leave the premises without assistance and who files with Company a form approved by the Commission attesting to the fact that s/he meets these qualifications and which also may list an agency or person the Company shall contact as required in the Cold Weather Rule.

PLAN:

1. The late payment charge on these accounts will be waived.
2. No new security deposit will be required as long as a reasonable attempt is made to keep electric bills paid. For purposes of determining reasonable attempt, Empire will consider the following: any delinquent balance and the size of the balance; the time that the debt has been outstanding and the reason why; the Customer's ability to pay; the Customer's payment history; and any other relevant factors relating to the Customer's service.
3. Third party notification at customer's request (we will send a copy of any delinquent notices issued on these accounts to a third party).
4. Customer may choose a preferred payment date to make payments more convenient.

DATE OF ISSUE December 28, 2006
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE January 27, 2007
December 14, 2007

ER-2006-0315

Filed
Missouri Public
Service Commission

Empire District Electric Company

Experimental Low-Income Program (ELIP)

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 5th Revised Sheet No. 9
Canceling P.S.C. Mo. No. 5 Sec. 4 4th Revised Sheet No. 9
For ALL TERRITORY

EXPERIMENTAL LOW-INCOME PROGRAM
("ELIP")

APPLICATION:

This Experimental Low-Income Program is applicable for service billed under Schedule RG, Residential Service, to qualified customers. The ELIP will, on a pilot basis, provide up to 1,000 participants with a fixed credit on their monthly bill (ELIP credit). Customers participating in the ELIP program shall receive the credit for a period up to 12 months from the billing cycle designated by the Company (EDE) as the participants first month until the billing cycle designated as the participants last for ELIP. At the end of the 12 month period, a customer may reapply to participate further in the program. This experimental program was approved by the Missouri PSC in Case Nos. ER-2002-0424, ER-2006-0315, and ER-2008-0093.

DEFINITIONS:

Qualified Customer – An EDE customer receiving service under Schedule RG who is classified as low-income by the Missouri Department of Social Service criteria and whose annual household income is no greater than 125% of the federal poverty level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Services under the authority of 42 U.S.C. 9902 (2).

Applicant – A qualified customer who submits an ELIP application form for the ELIP credit.

Participant - An applicant who agrees to the terms of the ELIP and is accepted by EDE.

Program Funds – As agreed in the Third Stipulation and Agreement in Case No. ER-2008-0093, one-half of the unspent program funds identified on the effective date of rates in said case will fund the program through the effective date of rates in the later 2 rate case as specified in the Regulatory Plan Stipulation and Agreement, Case No. EO-2005-0263 (later 2 case). The remaining balance of excess ELIP funds, whether a plus or minus, will become an offset to the CPC regulatory asset balance to be used for demand side management and low income programs approved by the Commission.

Agencies- The social service agencies serving EDE's service territory that qualify and assist ELIP customers pursuant to written contract between EDE and the Agencies.

AVAILABILITY:

Service under this rate schedule shall be available to up to one thousand participants in the EDE service area who satisfy the following eligibility requirements:

1. Participant must be an EDE residential customer receiving service under the RG rate.
2. Participant's annual household income must be verified initially, and annually thereafter, as being no greater than 125 percent (125%) of the federal poverty level.
3. For purposes of determining the level of the ELIP credit to be received, the participants will be categorized as follows:
 - a. Group A – Participants whose annual income has been verified as being from 0 to 50 percent (0% - 50%) of the federal poverty level.
 - b. Group B – Participants whose annual income has been verified as being from 51 to 125 percent (51% - 125%) of the federal poverty level.
4. Participants shall be required to enroll in EDE's Average Payment Plan, (Rider AP) with adjustments to said plan limited to once per year.
5. Participants who have outstanding arrearages shall enter special pay agreements through which the arrearages shall be paid over a period of 12 to 24 months as mutually agreed to by both the Participant and the Company.

FILED
Missouri Public
Service Commission

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ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE September 5, 2008 August 23, 2008

ER-2008-0093

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 3rd Revised Sheet No. 10

Canceling P.S.C. Mo. No. 5 Sec. 4 2nd Revised Sheet No. 10

For ALL TERRITORY

EXPERIMENTAL LOW-INCOME PROGRAM
("ELIP")

- 6. Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that is later made public will not be associated with the participant's name.
- 7. Any provision of the Company's rules and regulations applicable to the Company's RG customers will also apply to ELIP participants.

ENERGY ASSISTANCE:

- 1. Participants 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. EDE, through the Agencies, shall assist ELIP participants with completion of LIHEAP application forms when such assistance is requested.
- 2. Applicants agree to apply for any other available energy assistance programs identified by the Company, including any available weatherization programs.

CREDIT AMOUNT:

Participants shall receive the ELIP credit for so long as the participant continues to meet the ELIP eligibility requirements .

Up to 1,000 participants shall receive the ELIP credit in the following amounts (not to exceed the participant's fixed monthly Rider AP payment):

- Group A – Up to a maximum of \$50 per month.
- Group B – Up to a maximum of \$20 per month.

DISCONTINUANCE AND REINSTATEMENT:

EDE may discontinue a participant's ELIP credit for any of the following reasons:

- 1. If EDE, through the Agencies, determines the participant no longer meets the eligibility requirements set forth in this tariff.
- 2. If the participant submits a written request to EDE asking that the ELIP credit be discontinued.
- 3. If the participant does not conform to EDE's rules and regulations as approved by the Missouri Public Service Commission, and as a result the participant has Schedule RG service discontinued by EDE.

Reinstatement of the ELIP credit following discontinuance in the above circumstances and after the participant again meets the eligibility requirements will be at the discretion of EDE.

If participant voluntarily leaves the ELIP, that customer shall be ineligible for participation in the ELIP for the remainder of the term of this experimental program.

MISAPPLICATION OF THE ELIP CREDIT:

Providing incorrect or misleading information to obtain the ELIP credit shall constitute a misapplication of the ELIP credit. If this occurs EDE may discontinue the ELIP credit and rebill the account for the amount of all ELIP credits received by the participant. Failure to reimburse EDE for the misapplication of the ELIP credits may result in termination of customer's electric service pursuant to EDE's rules and regulations. However, nothing in this experimental tariff shall be interpreted as limiting EDE's rights under any provisions of any applicable law or tariff.

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Missouri Public
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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 4th Revised Sheet No. 11
Canceling P.S.C. Mo. No. 5 Sec. 4 3rd Revised Sheet No. 11
For ALL TERRITORY

EXPERIMENTAL LOW-INCOME PROGRAM
("ELIP")

OTHER CONDITIONS:

The ELIP program has been designed so that EDE neither profits from nor incurs losses as a result of offering this experimental program.

Costs of administering the program, including those costs charged by the Agencies, shall be paid from the program funds.

As ordered in Case No. ER-2006-0315, each year \$2,000 shall be earmarked for outreach programs. The Customer Program Collaborative ("CPC") shall be responsible for development and review of the outreach programs.

As ordered in Case No. ER-2006-0315, each year \$30,000 shall be earmarked for an experimental arrearage repayment incentive program. Participation in this experimental arrearage repayment incentive program is contingent upon approval of ELIP funding by the agency seeking to qualify the participant for the ELIP program. The program shall match every two dollars paid by a participant above the monthly deferred payment with one incentive dollar. The maximum annual incentive repayment is \$60 per customer. This payment is in addition to credit amount available to the participant.

The program will not be limited to fewer than 200 participants from Group A and 200 participants from group B.

EDE will gather and maintain participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of the program.

EDE shall make non-confidential data, as well as any and all program evaluations that are conducted, available to the parties to Case No. ER-2002-0424, ER-2006-0315, and ER-2008-0093.

The experimental program may be evaluated in any EDE rate or complaint case. An evaluation shall be conducted prior to the filing of the later 2 rate case by an independent third party evaluator under contract with EDE, that is acceptable to EDE, Commission Staff and the Public Counsel. The costs of the evaluator shall be paid from the program funds.

This Experimental Low-Income Program will continue until the new rates are implemented in the later 2 rate case as specified in the Regulatory Plan Stipulation and Agreement, Case No. EO-2005-0263.

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Missouri Public
Service Commission

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ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE September 5, 2008 August 23, 2008

ER-2008-0093

Empire District Electric Company

Average Payment Plan

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 4th Revised Sheet No. 5

Canceling P.S.C. Mo. No. 5 Sec. 4 3rd Revised Sheet No. 5

For ALL TERRITORY

AVERAGE PAYMENT PLAN
RIDER AP

APPLICATION:

Residential customer and certain commercial customers may elect to be billed and pay for electric service under the Average Payment Plan if the customer has satisfied the Company's credit requirements.

PLAN:

1. Bills will be rendered during each of the first twelve months, Average Payment Plan Months (APP), in amounts equal to one-twelfth of the estimated annual cost of service to the customer.
2. Differences between Customer's applicable rate schedule billing and APP contract billings will be accumulated and the outstanding balance will be applied to the next year's APP.
3. The Company may adjust the amount of billing during the Average Payment Months whenever usage varies significantly from the plan estimate, or when a revision in the Company's rates have been approved.
4. The Balance Month will be either April or October for all customers.

TERMINATION OF PLAN PARTICIPATION:

1. The Company may terminate a customer's participation in this plan if the customer has failed to make payment when due. Billing adjustments required to balance the account will be included in the next regular bill.
2. The customer may terminate participation in the plan by requesting the termination in writing. The customer must pay any amounts due on the account, including billing adjustments.
3. Final bills, when issued on an Average Payment Plan account, shall include any billing adjustments necessary to balance the account.

DATE OF ISSUE November 1, 2009
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE December 1, 2009

FILED
Missouri Public
Service Commission
JE-2010-0306

KCP&L Greater Missouri Operations

Economic Relief Pilot Program

KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

9.17 Economic Relief Pilot Program

A. PURPOSE:

The Economic Relief Pilot Program (ERPP) offered by the Company provides an opportunity to relieve the financial hardship experienced by some of our customers. Through this three (3) year pilot* we shall endeavor to insure this program is a valuable and viable program for customers.

B. APPLICATION:

This ERPP is applicable to qualified customers for residential service billed under Schedule MO910, MO920 or MO922 for the L&P territory or Schedule MO860 or MO870 for the MPS territory.

The ERPP will, on a pilot basis, provide up to 1,000 participants with a fixed credit on their monthly bill (ERPP credit), for a period up to 12 months from the billing cycle designated by the Company as the participant's first month until the billing cycle designated as the participant's last for ERPP. At the end of the 12 month period, a customer may reapply to participate further in the program through the term of the pilot program.

C. DEFINITIONS:

Qualified Customer – A customer receiving residential service under Schedule MO910, MO920 or MO922 for the L&P territory or Schedule MO860 or MO870 for the MPS territory.

who is classified as low-income by the Missouri Department of Social Service criteria and whose annual household income is no greater than 185% of the federal poverty level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Services under the authority of 42 U.S.C. 9902 (2).

Applicant – A qualified customer who submits an ERPP application form for the ERPP credit.

Participant – An applicant who agrees to the terms of the ERPP and is accepted by the Company.

Program Funds – Annual ratepayer funding for the ERPP is \$315,000. Ratepayer funding shall be matched dollar for dollar by the Company. The \$630,000 annual sum of ratepayer funding and Company matching funds shall be the "program funds".

Agencies- The social service agencies serving the Company's service territory that qualify and assist ERPP customers pursuant to written contract between the Company and the Agencies.

* The three year pilot begins on the original effective date of this program.

KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

9.17 Economic Relief Pilot Program (Continued)

D. AVAILABILITY:

Service under this rate schedule shall be available to up to 1,000 participants in the Company's service area who satisfy the following eligibility requirements:

1. Participant must be a customer receiving residential service under the Company's Schedule MO910, MO920 or MO922 for the L&P territory or Schedule MO860 or MO870 for the MPS territory.
2. Participant's annual household income must be verified initially, and annually thereafter, as being no greater than 185 percent (185%) of the federal poverty level.
3. Participants who have outstanding arrearages will enter special pay agreements as mutually agreed to by both the Participant and the Company.
4. Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that is later made public will not be associated with the participant's name.
5. Any provision of the Company's rules and regulations applicable to the Company's Schedule MO910, MO920 or MO922 customers for the L&P territory or Schedule MO860 or MO870 customers for the MPS territory will also apply to ERPP participants.
6. Participants will not be subject to late payment penalties while participating in the program.

E. ENERGY ASSISTANCE:

1. Participants 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. The Company, through the Agencies, shall assist ERPP participants with completion of LIHEAP application forms when such assistance is requested.
2. Applicants agree to apply for any other available energy assistance programs identified by the Company.

Issued: July 8, 2009
Issued by: Curtis D. Blanc, Sr. Director

Effective: September 1, 2009

FILED
Missouri Public
Service Commission
ER-2009-0090; YE-2010-0016

KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

9.17 Economic Relief Pilot Program (Continued)

F. CREDIT AMOUNT:

Participants shall receive the available ERPP credit for so long as the participant continues to meet the ERPP eligibility requirements and reapplies to the program as required.

Up to 1,000 participants shall receive the ERPP credit in the amount of each participant's average bill for the most recent 12 months bills, not to exceed \$50 per month. The credit amount will be determined by the Company at the time of enrollment.

G. DISCONTINUANCE AND REINSTATEMENT:

The Company will discontinue a participant's ERPP credit for any of the following reasons:

1. If the Company, through the Agencies, determines the participant no longer meets the eligibility requirements set forth in this tariff.
2. If the participant submits a written request to the Company asking that the ERPP credit be discontinued.
3. If the participant does not conform to the Company's rules and regulations as approved by the Missouri Public Service Commission, and as a result the participant has service discontinued for
Schedule MO910, MO920 or MO922 for the L&P territory or
Schedule MO860 or MO870 for the MPS territory.

Reinstatement of the ERPP credit following discontinuance in the above circumstances and after the participant again meets the eligibility requirements will be at the discretion of the Company.

H. MISAPPLICATION OF THE ERPP CREDIT:

Providing incorrect or misleading information to obtain the ERPP credit shall constitute a misapplication of the ERPP credit. If this occurs the Company may discontinue the ERPP credit and rebill the account for the amount of all ERPP credits received by the participant. Failure to reimburse the Company for the misapplication of the ERPP credits may result in termination of customer's electric service pursuant to the Company's rules and regulations. However, nothing in this experimental tariff shall be interpreted as limiting the Company's rights under any provisions of any applicable law or tariff.

KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

9.17 Economic Relief Pilot Program (Continued)

I. OTHER CONDITIONS:

The ERPP program has been designed so that the Company neither profits from nor incurs losses as a result of offering this experimental program.

Costs of administering the program, including those costs charged by the Agencies, shall be paid from the program funds.

The Company will gather and maintain participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of the program.

The Company shall make non-confidential data, as well as any and all program evaluations that are conducted, available to the parties.

The pilot program may be evaluated in any Company rate or complaint case. The evaluation shall be conducted by an independent third party evaluator under contract with the Company, that is acceptable to the Company, Commission Staff and the Public Counsel. The costs of the evaluator shall be paid from the program funds.

If any program funds in excess of actual program expenses remain at the end of the ERPP program, the Company shall redirect the excess funds to tariffed demand-side management programs.

Issued: July 8, 2009
Issued by: Curtis D. Blanc, Sr. Director

Effective: September 1, 2009

FILED
Missouri Public
Service Commission
ER-2009-0090; YE-2010-0016

**KCP&L Greater
Missouri Operations
(Old Aquila)**

Level Payment Plan

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. R-40

Canceling P.S.C. MO. No. _____

Sheet No. _____

Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138

RULES AND REGULATIONS
ELECTRIC

6.05 Level Payment Plan

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

Issued: April 14, 2004

Issued by: Dennis Williams, Regulatory Services

Effective: April 22, 2004

FILED
MO PSC

Atmos Energy Corporation

Budget Billing Plan

Atmos Energy Corporation

FOR - All Areas

Name of Issuing Corporation

Community, Town or City

BUDGET BILLING PLAN

This plan is available to all residential Customers and other Customers whose average consumption is less than two hundred fifty (250) Ccf per month. The Customer may enroll in the Budget Billing Plan at any time during the calendar year. To be accepted as a Budget Billing customer, the account balance must be paid in total before the customer is put on Budget Billing. At enrollment, the customer shall acknowledge that this Budget Billing Plan will continue until the customer:

1. Notifies the Company in writing or by telephone to discontinue the plan, or
2. Incurs two delinquent actions on the account.

The Company has a Budget Billing Plan available for the convenience of its customers. The Plan is designed to help levelize payment for gas service over a period of twelve months. The Budget Billing Plan amount will be determined based on historical or estimated usage and billing amounts. Levelizing adjustments will be made as frequently as each month. The following is the formula used to calculate a customer's Budget Billing Plan amount:

$$\frac{\text{(Sum of all charges net of Adjustments not to exceed twelve calendar months)}}{\text{(Number of bills issued not to exceed twelve calendar months)}}$$

The Customer may request termination of the plan at any time but will be required to bring the account to the current balance. If a credit balance remains, the Customer may obtain a refund or apply the credit balance to charges for future months' service. To receive a refund, the credit balance must exceed \$10.00.

As noted above, the Customer will be removed from the Plan after two delinquent actions and will be required to bring the account to the current balance. When payment is delinquent, a debit account balance shall be subject to the same collection procedures as other accounts. If the account balance is a credit, the Budget Billing Plan may be terminated after not less than 30 days.

DATE OF ISSUE: July 11, 2008

Month Day Year

DATE EFFECTIVE: August 11, 2008

Month Day Year

ISSUED BY: Mark A. Martin, Vice President, Rates & Regulatory Affairs, Kentucky/Midstates Division Owensboro, KY

Name of Officer

Title

Address

FILED

Missouri Public Service Commission

Empire District Gas Company

Experimental Low Income Program (ELIP)

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 Original Sheet No. 68
Canceling P.S.C. MO. No. 1 Sheet No. _____

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: Sedalia, Missouri and Surrounding Rural Areas

EXPERIMENTAL LOW INCOME PROGRAM
("ELIP")

APPLICATION

This Experimental Low Income Program (ELIP) is available for service billed under Schedule RS-N&S, Residential Service, to qualified natural gas space heating customers. The ELIP will provide participants with a fixed credit on their monthly bill (ELIP Credit). Customers participating in the ELIP program shall receive the credit during the months of November through March. This program was approved by the Missouri Public Service Commission in Case No. GR-2004-0072.

DEFINITIONS

Qualified Customer – An Empire customer receiving service under Schedule RS-N&S whose annual income is verified, by Missouri Valley Community Action Agency (MVCAA), as no greater than 125 percent of the Federal Poverty Level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902 (2).

Applicant – A qualified customer who submits an ELIP application form for the ELIP credit.

Participant – An applicant who agrees to the terms of the ELIP and is designated as a qualified customer by MVCAA.

Program Funding – Annual funding for the Weatherization and Low Income Programs is based on the Unanimous Stipulation and Agreement in Case No. GR-2004-0072. A total of \$135,000 will be funded by Company annually in the following programs:

- \$78,500 will be used to fund system-wide experimental weatherization assistance, to be administered in a manner consistent with the federal Weatherization Assistance Program, and the entire annual funding amount is to be allocated pro rata to all of Company's service territories through the Missouri Department of Natural Resources weatherization service providers.
- \$7,500 will be used for experimental commercial energy audits.
- \$24,000 will be used for weatherization for ELIP program participants in the Sedalia area.
- \$25,000 will be used to fund an experimental rate discount with two tiers of credits for Company's residential gas customers in the areas served by MVCAA with incomes in the range of 0% to 125% of the Federal Poverty Level.

Agency – The social services agency serving the Sedalia, Missouri service territory that qualifies and assists ELIP customers pursuant to agreement between Company and the Agency.

DATE OF ISSUE: August 9, 2007
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

FILED
Missouri Public
Service Commission

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 Original Sheet No. 69
Canceling P.S.C. MO. No. 1 Sheet No. _____

**THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802**

FOR: Sedalia, Missouri and Surrounding Rural Areas

**EXPERIMENTAL LOW INCOME PROGRAM
("ELIP")**

AVAILABILITY

Service under this rate schedule shall be available to qualified ELIP program participants in the Sedalia, Missouri service territory who satisfy the following eligibility requirements:

1. Participant must be a Company residential customer receiving service under the RS-N&S rate schedule, who has been weatherized in the past 3 years, or agrees to be weatherized, under the Federal Low Income Weatherization Assistance Program (LIWAP) program
2. Participant's annual household income must be verified initially, and annually thereafter, as no more than 125 percent of the Federal Poverty Level.
3. For purposes of determining the level of the ELIP credit to be received, the participants will be categorized as follows:
 - a. Group A – participants whose annual income has been verified as being from 0 to 50 percent of Federal Poverty Level.
 - b. Group B – participants whose annual income has been verified as being from 51 to 125 percent of the Federal Poverty Level.
4. Participants who have outstanding arrearages shall enter into special payment agreements through which the arrearages shall be paid monthly, in an amount mutually agreed upon by both the participants and Company, not to exceed \$20/month. This payment agreement will be considered a deferred payment agreement for purposes of R-31-6.09 A.
5. Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that are later made public will not be associated with the participants name, street address or telephone number.
6. Any provision of the Company's Rules and Regulations applicable to the Company's residential customer will also apply to ELIP customers.

ENERGY ASSISTANCE

1. Participants who have not previously completed an application for a Low Income Home Energy Assistance Program ("LIHEAP") grant agree to apply for a LIHEAP grant when such grants become available. Company, through the Agencies, shall assist ELIP participants with completion of LIHEAP application forms when such assistance is required.
2. Applicants agree to apply for any other available energy assistance programs identified by the Company, including the LIWAP weatherization program administered by MVCAA.

CREDIT AMOUNT

Participants will receive the ELIP credit each month during the months of November to March, as long as the participant continues to meet the ELIP eligibility requirements.

Up to 120 participants shall receive the ELIP credit in the following amounts, not to exceed the participant's monthly utility bill:

- Group A – \$60 per month
- Group B – \$40 per month

DATE OF ISSUE: August 9, 2007
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

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Missouri Public
Service Commission

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 Original Sheet No. 70
Canceling P.S.C. MO. No. 1 Sheet No. _____

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: Sedalia, Missouri and Surrounding Rural Areas

LOW INCOME PROGRAM
("ELIP")

DISCONTINUANCE AND REINSTATEMENT:

Company may discontinue a participant's ELIP credit for any of the following reasons:

1. If Company, through MVCAA, determines that the participant no longer meets the eligibility requirements set forth in this tariff.
2. If the participant submits a written request to Company asking that the ELIP be discontinued.
3. If the participant does not conform to Company's rules and regulations as approved by the Missouri Public Service Commission, and as a result, the participant has Schedule RS-M service discontinued by the Company.

Reinstatement of the ELIP credit following discontinuance in the above circumstances and after the participant again meets the eligibility requirements will be at the discretion of the Company.

MISAPPLICATION OF THE ELIP CREDIT:

Providing incorrect or misleading information to obtain the ELIP credit shall constitute a misapplication of the ELIP credit. If this occurs, the Company may discontinue the ELIP credit and re-bill the account for the amount of all ELIP credits received by the participant, at which time the Company will also return to MVCAA the ELIP credits collected on this customer. Failure to reimburse the Company for the misapplication of the ELIP credits may result in termination of customer's gas service pursuant to the Company's rules and regulations. However, nothing in this tariff shall be interpreted as limiting the Company's rights under any provisions of any applicable law or tariff.

OTHER CONDITIONS:

The ELIP program has been designed so that the Company neither profits from nor incurs losses as a result of offering this program. The Company will notify MVCAA of participants that become disqualified from the program. MVCAA will notify the Company of applicant qualification to the program by the 15th day of each month during the months of November through March. If a participant leaves the program, he/she must reapply for qualification through MVCAA, and MVCAA must notify the Company before credits will be issued to such participants. If a program participant moves to another premise in Sedalia, he/she will be considered disqualified from the program until MVCAA designates such customer as a qualified participant.

The Company will track the use of the program funds. If the \$25,000 in program funding is expended in any calendar year for subsidy credits or program administration, Company will not be obligated to provide additional program funding. The costs of administering the program, including those costs charged by MVCAA, up to 3% of the annual funding, shall be paid from the program funds.

Participation may be limited so that the projected expenditures of the program should equal the projected revenue from the program funds. The program will not be limited to fewer than 50 participants in Group A and 50 participants in Group B. ELIP credits will not be prorated between monthly bills.

DATE OF ISSUE: August 9, 2007
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

FILED
Missouri Public
Service Commission

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 Original Sheet No. 71
Canceling P.S.C. MO. No. 1 Sheet No. _____

**THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802**

FOR: Sedalia, Missouri and Surrounding Rural Areas

**EXPERIMENTAL LOW INCOME PROGRAM
("ELIP")**

The Company will gather and maintain individual participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of this program, and will provide such data to the Missouri PSC Staff and Office of Public Counsel in May of each year or in response to data requests in the Company's next rate or complaint case. Any data collected by MVCAA on participant household characteristics, such as equipment saturations or efficiencies, occupancy, energy use patterns, and adoption of energy savings actions will be shared with the Company for internal evaluation purposes.

The Company shall make non-confidential data, as well as any and all internal and external program evaluations that are conducted, available to Missouri PSC Staff and Office of Public Counsel upon request.

Pursuant to a Stipulation and Agreement in Case No. GR-2004-0072, this program may be evaluated in the Company's next rate or complaint case.

DATE OF ISSUE: August 9, 2007
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

FILED
Missouri Public
Service Commission

Empire District Gas Company

Level Payment Plan

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. R-36
Canceling P.S.C. MO. No. 2 Original Sheet No. R-36

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

RULES AND REGULATIONS
GAS

6.05 Level Payment Plan

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

DATE OF ISSUE: November 1, 2009
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: December 1, 2009

FILED
Missouri Public
Service Commission
JG-2010-0307

Missouri Gas Utility

Unanimous Stipulation and Agreement

Cases: GR-2008-0060

&

GR-2007-0178

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

In the Matter of the General Rate Increase)
for Natural Gas Service Provided)
by Missouri Gas Utility, Inc.) Case No. GR-2008-0060

In the Matter of Missouri Gas Utility, Inc.'s)
Purchased Gas Adjustment (PGA) Factors)
To be Audited in Its 2005-2006 Actual Cost)
Adjustment.) Case No. GR-2007-0178

**UNANIMOUS
STIPULATION AND AGREEMENT**

COME NOW Missouri Gas Utility, Inc. (MGU or Company), the Staff of the Missouri Public Service Commission (Staff), and the Office of the Public Counsel (Public Counsel), and respectfully state to the Missouri Public Service Commission (Commission) that, as a result of negotiations, the undersigned parties have reached the unanimous stipulations and agreements contained herein.

1. **Issues Settled.** This Stipulation and Agreement is intended to settle among the Parties for purposes of the above captioned cases all issues previously identified through testimony in Case No. GR-2008-0060 and Case No. GR-2007-0178.

The Signatories recommend that the Commission accept this Stipulation and Agreement as a fair compromise of their respective positions on these issues.

2. **Annual Revenue Requirement.** MGU shall be authorized to file revised tariff sheets containing rate schedules for natural gas service designed to produce overall Missouri jurisdictional gross annual gas revenues, exclusive of any applicable license, occupation, franchise, gross receipts taxes or other similar fees or taxes, in the amount of \$878,201, an increase of \$301,000 annually. The revised specimen tariff sheets designed to implement this agreement are attached as **Appendix A.**

3. **Rate Design/Class Cost of Service.** The Parties agree that the revenue increase established in this case shall be allocated in accordance with the amounts set forth on **Appendix B** hereto. The tariff sheets set forth in Appendix A to this Agreement reflect the Parties' agreement as to the various components of the Cost of Service, including: use of transportation revenue in the amount of \$170,000, deducted from the revenue requirement, in order to solve for retail sales rates; an equal percentage increase in all classes' revenues for GS, CS and LVS; volume and customer count determinants per the Staff's case; a customer charge for General Service in the amount of \$15, and an equal percentage increase for all other classes' rate components; and, the use of the Conception, Missouri weather station for weather normalization.

4a. **MGU prospective accounting changes – capitalization of costs.** No later than April 1, 2008, the beginning of its next fiscal year, MGU will implement more detailed time coding for MGU employees in order to provide the ability to assign time to sales and promotion efforts. All costs incurred by MGU, or allocated to it by CNG Holdings, Inc. (CNG Holdings) or other affiliated entity, in relation to promotional, demonstrating, and selling activities, the object of which is to promote or retain the use of utility services by present and prospective customers of MGU, is to be charged to expense as incurred beginning no later than April 1, 2008. MGU shall fully abide by the provisions of the Uniform System of Accounts (USOA) - Gas Corporations (4 CSR 240-40.040), including the Gas Plant Instructions included therein. MGU shall not include in its plant in service balances any direct costs not specifically listed in section 20,043 of the USOA as being potentially subject to capitalization and that do not otherwise meet the USOA criteria for capitalization. MGU shall not include in its plant in service

balances any overhead costs that do not comply with the USOA criteria for capitalization of overhead costs in section 20,044 of the USOA. These provisions shall apply to MGU's plant accounting whether the costs are directly incurred by MGU or were allocated from CNG Holdings or other affiliated companies.

4b. **MGU Prospective Accounting Changes – Corporate Governance.** As of April 1, 2008, the beginning of its next fiscal year, MGU will implement more detailed time coding for CNG Holdings employees in order to provide the ability to track corporate governance efforts. "Corporate governance" shall be defined as those activities related to maintenance of CNG Holdings current corporate structure, or those activities related to consideration of or implementation of prospective changes in CNG Holdings' corporate ownership structure. Corporate governance costs shall include any incurred costs related to investigation of or implementation of merger/acquisition/purchase/sale opportunities affecting CNG Holdings or any of its affiliates, including MGU. All corporate governance costs incurred by CNG Holdings employees or its affiliates' employees shall be segregated and separately identified on CNG Holdings or its affiliates' books and records, and shall not be allocated to MGU for inclusion in MGU's financial statements. Any costs incurred directly by MGU employees relating to corporate governance activities shall likewise be segregated and separately identified on MGU's books and records .

4c. **MGU Prospective Accounting Changes – Regulatory Costs.** Beginning no later than April 1, 2008, MGU shall include all costs incurred by it, or allocated to it by CNG Holdings or other affiliates, in connection with formal cases before the Missouri Public Service Commission in USOA account 928, Regulatory

Commission Expenses. These costs shall not be capitalized into MGU's plant in service balances.

4d. **MGU Prospective Accounting Changes – Other.** Beginning no later than April 1, 2008, MGU will separately record disconnection revenues, reconnection revenues and occurrences of disconnection and reconnection on a going forward basis.

5. **Tariff changes.** The revised specimen tariff sheets attached as Appendix A include the following changes from MGU's existing tariff provisions: a disconnect charge, reconnect charge and trip charge in the amount of \$40 for each event; an insufficient funds charge in the amount of \$30; the removal of language in existing tariff sheet number 82 that provides that labor rates are subject to change without notice; and customer deposit interest language that is consistent with Staff's preference.

6. **Case No. GR-2007-0178.** MGU should be ordered to adjust the ACA account balance in its next ACA filing to reflect the following adjustments and to reflect the (over)/under-recovered ACA balance as found in the Staff Recommendation filed in Case No. GR-2007-0178 on August 16, 2007:

Description	Company's ACA Balance Per Filing	Staff Adjustments	Staff Recommended ACA Balance
Beginning Balance 9/1/05	\$(35,355)	\$(3,861)	\$(39,216)
Cost of Gas	\$628,142	\$(12,482)	\$615,660
Recoveries	\$(654,292)		\$(654,292)
Interest on Under-or (Over-)Recovery of ACA Gas Costs	\$370	\$(692)	\$(322)
Company	\$17		\$17

Adjustment Not in Ending Balance			
Ending Balance 8/31/06	\$(61,118)	\$(17,035)	\$(78,153)

7. **Class Cost of Service Study.** At the time it files its next general or small company rate case, MGU will provide to Staff and Public Counsel the items the parties need to perform a class cost of service study as identified in **Appendix C** attached hereto.

8. **One-Time Contribution of Conservation Funds.** Within thirty (30) days after the effective date of new rates resulting from this case, MGU will make a one-time contribution in the amount of \$3,717 to Green Hill Community Action Agency in order to promote conservation of natural gas usage. Public Counsel and Staff agree to not file any pleading seeking the right to pursue penalties against MGU for issues related to non-sufficient funds charges or disconnect and/or reconnect charges as referenced in the Direct Testimony of Public Counsel witness Barbara A. Meisenheimer, submitted January 18, 2008, at pages 3 through 7, line 7, only for the time period referenced.

9. **Annual Contribution of Conservation Funds.** On an annual basis, MGU will either make a contribution in the amount of \$9,000 to Green Hill Community Action Agency in order to promote conservation of natural gas usage for natural gas space heating customers or spend a like amount through a Commission-approved program for the same purpose.

10. **Rate Case Moratorium.** Each of the Parties agrees that before April 1, 2011, it will not file any tariff or pleading with the Commission, or encourage or assist in

the filing of any tariff or pleading with the Commission, which tariff or pleading seeks a general increase or decrease in the base rates of MGU unless a significant, unusual event that has a major impact on the Company occurs, including but not limited to: (i) terrorist activity or an act of God; (ii) a significant change in federal or state tax laws; or, (iii) a significant change in federal or state utility or environmental laws or regulations.

11. **Effective Date of Rates.** The Parties request that the Commission consider and approve this Stipulation and Agreement as soon as is reasonably practicable.

Contingent Waiver of Rights

12. This Stipulation and Agreement is being entered into solely for the purpose of settling the issues in the cases that are listed above. Unless otherwise explicitly provided herein, none of the Parties to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation or revenue-related methodology. Other than explicitly provided herein, none of the Parties shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement in these or any other proceeding regardless of whether this Stipulation and Agreement is approved.

13. This Stipulation and Agreement has resulted from extensive negotiations among the Parties and the terms hereof are interdependent. If the Commission does not approve this Stipulation and Agreement unconditionally and without modification, then this Stipulation and Agreement shall be void and no Party shall be bound by any of the agreements or provisions hereof, except as explicitly provided herein.

14. If the Commission does not approve this Stipulation and Agreement without condition or modification, and notwithstanding the provision herein that it shall become void; neither this Stipulation and Agreement nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Party has for a decision in accordance with §536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and the Parties shall retain all procedural and due process rights as fully as though this Stipulation and Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation and Agreement shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

15. In the event the Commission accepts the specific terms of this Stipulation and Agreement without condition or modification, the Parties waive their respective rights to present oral argument and written briefs pursuant to §536.080.1 RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to RSMo §536.080.2 RSMo 2000; their respective rights to seek rehearing, pursuant to §536.500 RSMo 2000; and their respective rights to judicial review pursuant to §386.510 RSMo 2000. This waiver applies only to a Commission order approving this Stipulation and Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Stipulation and Agreement.

Right to Disclose

16. The Staff may file suggestions or a memorandum in support of this Stipulation and Agreement. Each of the Parties shall be served with a copy of any such suggestions or memorandum and shall be entitled to submit to the Commission, within five (5) days of receipt of Staff's suggestions or memorandum, responsive suggestions or a responsive memorandum, which shall also be served on all Parties. The contents of any suggestions or memorandum provided by any Party are its own and are not acquiesced in or otherwise adopted by the other signatories to this Stipulation and Agreement, whether or not the Commission approves and adopts this Stipulation and Agreement.

17. The Staff also shall have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests; provided, that the Staff shall, to the extent reasonably practicable, provide the other Parties with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from the Staff. The Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to Commission Rule 4 CSR 240-2.135.

WHEREFORE, for the foregoing reasons, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Stipulation and Agreement.

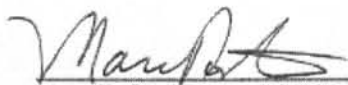
Respectfully submitted,


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ATTORNEY FOR THE STAFF OF THE
MISSOURI PUBLIC SERVICE COMMISSION

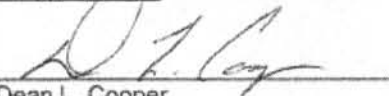

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ATTORNEY FOR THE OFFICE OF
THE PUBLIC COUNSEL

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail this 31st day of March, 2008, to:

Kevin Thompson
General Counsel's Office
Kevin.Thompson@psc.mo.gov

Marc Poston
Office of the Public Counsel
marc.poston@ded.mo.gov


Dean L. Cooper

Missouri Gas Utility

Average Payment Plan

P.S.C. MO No. 1	Cancels	First Revised Original	Sheet No. 86 Sheet No. <u>86</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City	
NATURAL GAS TARIFF			
<p>(31) <u>Precedence</u> To the extent that this rule, or any provision(s) hereof, conflict with any other provision(s) of the Company's filed tariff, Rules and Regulations, or contracts, this rule shall take precedence.</p> <p>(32) <u>Special Meter Readings</u> At the customer's request, the Company will read a Customer's meter at a special time by appointment when the meter cannot be read or is not being read by the regular meter reader. When such a meter reading is made, a special meter reading charge shall be made.</p> <p>(33) <u>Collection Trip Charge</u> When Company makes a service trip for the purpose of disconnection of service because of non-payment, and customer pays Company's personnel, at customer's premises, to prevent said disconnect, an additional charge (a trip charge) will be billed to the customer for the recovery of the expense of Company personnel traveling to customer's premises.</p> <p>(34) <u>Average Payment Plan</u> By mutual agreement between the customer and the Company any residential customer may be billed on the Average Payment Plan (the Plan), providing the customer satisfies the Company's credit requirements. Although customers may enter the Plan program any month of the year by contacting the business office, the Company will encourage customers to enter the program during the month of July each year. During July residential customers will be notified of the Plan by the Company issuing a bill containing two amounts, the actual amount and the payment due under the Plan. If the Customer elects to go with the Plan, he pays the average amount. If the customer pays the actual amount, the next month's bill will also contain the two amounts, giving the Customer another opportunity to sign up.</p> <p>The Company will calculate the customer's total annual bill based on twelve months of historical usage as adjusted for any significant rate change, abnormal weather conditions or other factors. The first average amount due will be that total divided by twelve. If the customer is new and historical data is not available, the customer will be billed on the most accurate information that is available at the time of the request. Missouri Gas Utility, Inc. will use one of two methods to estimate the annual usage, either the average Ccf usage stated in the feasibility study or on the average actual annual usage of all residential customers in service.</p> <p>* Indicates New Rate or Text + Indicates Change</p>			

Issue Date: June 3, 2009
 Month/Day/Year

Effective Date: July 5, 2009
 Month/Day/Year

Issued By: Timothy R. Johnston
Vice President
 Name and Title of Issuing Officer

7810 Shaffer Parkway, Ste. 120
Littleton, Colorado 80127
 Company Mailing Address

Filed
 Missouri Public
 Service Commission
 GA-2009-0264; YG-2009-0853

P.S.C. MO No. 1	Cancels	First Revised Original	Sheet No. 87 Sheet No. <u>87</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City	
RULES AND REGULATIONS (CONT'D.)			
<p>The Company will adjust the average billing during the fourth and eighth months of each twelve month period under the Plan, if the recalculated average payment amount reflects an increase of \$5.00 or more. Settlement of accounts will occur when participation in the Plan is terminated. No interest shall be due from or payable to the customer on the difference between actual and average usage.</p> <p>(35) <u>Promotional Practices</u></p> <p>In compliance with rules prescribed by 4 CSR 240-14.040(2), a schedule is herein set forth prescribing all promotional practices being engaged in by the utility as of the effective date which are not in violation of 4 CSR 240-14:</p> <p>(a) Conversion Policy</p> <p>Missouri Gas Utility, Inc. applied to the Missouri Public Service Commission on December 13, 2004 for a waiver from 4 CSR 240-14.020(1)(E) and (F). This promotional practice is being provided on a uniform basis to all classes of customers as described in the terms and conditions contained in Section 25 - Free Conversion Rules and Regulations of Missouri Gas Utility's Natural Gas Tariff Number 1.</p> <p>The purpose of this promotional practice is to encourage the connection of more customers, some of whom may not be able to afford the conversion, and should result in safer, more cost-saving construction and lower rates to all customers. This promotional practice is provided by Missouri Gas Utility, Inc., pursuant to its Tariff Sheet Nos. 78-83.</p> <p>* Indicates New Rate or Text + Indicates Change</p>			

Issue Date: June 3, 2009
Month/Day/Year

Effective Date: July 5, 2009
Month/Day/Year

Issued By: Timothy R. Johnston
Vice President
Name and Title of Issuing Officer

7810 Shaffer Parkway, Ste. 120
Littleton, Colorado 80127
Company Mailing Address

Filed
Missouri Public
Service Commission
GA-2009-0264; YG-2009-0853

Southern Missouri Gas Company

Unanimous Stipulation and Agreement

Case: GC-2006-0180

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

Office of the Public Counsel)	
)	
Complainant,)	
)	
v.)	Case No. GC-2006-0180
)	
Southern Missouri Gas Company, L.P.)	
)	
Respondent.)	

UNANIMOUS STIPULATION AND AGREEMENT

COME NOW Office of the Public Counsel ("Public Counsel"), the Staff of the Missouri Public Service Commission ("Staff") and Southern Missouri Gas Company, L.P. d/b/a Southern Missouri Natural Gas ("SMNG" or "Company")(collectively referred to as "Signatory Parties"), by and through their respective counsel, and pursuant to 4 CSR 240-2.115, submit the following Stipulation And Agreement which, if approved by the Missouri Public Service Commission ("Commission"), will dispose of all issues in this proceeding:

Procedural History

1. The Public Counsel filed a complaint against SMNG on October 21, 2005, alleging that the Company has failed to comply with Commission Rule 4 CSR 240-40.018. The Commission issued its Notice of Complaint on October 24, 2005, and the Company timely filed its Answer and Motion To Dismiss on November 23, 2005. The Commission issued its Order Denying Motion To Dismiss on December 22, 2005.
2. A prehearing conference was held on December 13, 2005. The parties also met to

discuss the issues in this case on January 18, 2006 and informally thereafter.

Agreed Upon Terms and Conditions

3. As a result of settlement negotiations, Public Counsel, Staff and SMNG hereby offer the following stipulations and agreements to resolve the issues that are the subject of the Public Counsel's Complaint in this proceeding:

a. The Signatory Parties agree that it is reasonable and appropriate to establish a formal process for SMNG to provide the Commission, Commission Staff and Public Counsel with information regarding natural gas physical purchases and hedging provided each spring and updates provided each summer and early fall. This process will include provisions for notification to the Commission, Commission Staff and Public Counsel if any substantial changes to plans are made prior to a scheduled update. Any review of SMNG's plan and any resulting comments of Staff or Public Counsel shall not be construed as pre approval of SMNG's gas purchasing plans or practices and shall in no way be a substitute for Staff's PGA/ACA audit process and may not be used as a defense of SMNG's decision making concerning either its reliability planning or the prudence of its hedging or other gas buying decisions.

b. In order to initiate the process discussed in Paragraph 3a. above, SMNG agrees to prepare a gas supply plan that will include how management plans to implement its natural gas physical purchases and hedging strategies for the upcoming winter of 2006-2007. The gas supply plan will use a planning horizon of at least three years. The gas supply plan shall be submitted to the Commission, Commission Staff and Public Counsel by April 1, 2006. The plan shall be updated on July 1, 2006 and October 1, 2006. In the event that there

are substantial changes to SMNG's gas supply plan between scheduled updates, SMNG will provide notice to the Commission, Commission Staff and Public Counsel and submit a follow-up status report outlining the changes, the actual status of hedges in place, and explaining any reasons SMNG changed its gas supply plan or otherwise deviated from its plan.

c. Unless ordered by the Commission, SMNG agrees to prepare a gas supply plan consistent with the process discussed in Paragraph 3b. above, each year until the effective date for new rates approved in the Company's next general rate case, or until the Signatory Parties hereto otherwise mutually agree that the filing of such plans are no longer necessary.

d. The Signatory Parties agree that SMNG's initial gas supply purchasing and hedging strategies plan to be filed on April 1, 2006, for the 06-07 winter heating season shall adhere to the following requirements: (1) SMNG will secure a minimum of 20% of normal winter heating-season gas supply at fixed prices or otherwise hedged against market exposure, no later than April 30, 2006, unless good cause is shown for deviating from this benchmark; (2) SMNG will secure a minimum of 40% normal winter heating-season gas supply at fixed prices or otherwise hedged against market exposure, no later than July 15 of 2006, unless good cause is shown for deviating from this benchmark; (3) SMNG will secure a minimum of 55% of normal winter heating-season gas supply at fixed prices or otherwise hedged against market exposure, no later than October 1, 2006, unless good cause is shown for deviating from this benchmark. Notwithstanding these minimum hedging percentage requirements, the Company shall still be responsible for making prudent decisions

concerning but not limited to: the timing of any hedges, the quantity hedged, and the type of hedging instrument used and the terms of the hedging instrument. Review of the plan by Staff or Public Counsel shall not be considered to be pre-approval of the plan nor shall it be construed in any way to replace the staff's PGA/ACA audit process and may not be used as a defense of SMNGC's decision making concerning either its reliability planning or the prudence of its hedging or other gas buying decisions.

e. The terms "fixed prices" and "otherwise hedged against market exposure" shall not include so-called "first-of-month (FOM)" pricing or "basis hedging".

f. The term "normal winter heating-season" shall mean normal weather for the five months of November, December, January, February, and March. The minimum requirements shall be achieved on a monthly basis for each month of the "normal winter heating-season".

g. Non-winter months shall mean the months of April through October. These months should be evaluated by the Company for prudent hedges but no minimums are stated for the purposes of this Stipulation and Agreement.

h. The Signatory Parties agree that SMNG's gas supply purchasing and hedging strategies plans filed by April 1, of each year subsequent to April 1, shall adhere to the guidelines set forth in 3 d (1)-(3) unless good cause is shown for deviating from these benchmarks.

i. SMNG retains all responsibility for its decisions regarding gas purchasing and hedging and will remain subject to prudence reviews as part of the annual PGA/ACA processes, and any rate case and complaint proceedings. Public Counsel and the

Commission Staff shall retain the ability to challenge the prudence of any gas purchasing or hedging activities undertaken by SMNG.

j. The Signatory Parties also agree that it is reasonable and appropriate to establish a process by which SMNG will receive comments on its gas purchasing and hedging plan submissions in a timely manner so as to not delay SMNG's implementation of its plan. Public Counsel and Staff agree to provide SMNG with any comments in writing within thirty (30) days after SMNG submits an initial plan, regular update or notice and follow-up status report to Public Counsel and Staff. Public Counsel's and Staff's comments, however, will be informal and preliminary only and shall not be considered to constitute a review of SMNG's prudence or reliability for ACA/PGA reviews, and may not be used as a defense of SMNGC's decision making concerning either its reliability planning or the prudence of its hedging or other gas buying decisions.

5. SMNG also agrees it will permit customers to enter into payment arrangement that would recover any arrearages above the minimum payment requirement under 4 CSR 240-13.055 to be re-connected to the natural gas system over an eighteen (18) month period rather than the twelve (12) month period currently required by 4 CSR 240-13.055. SMNG will inform customers inquiring about reconnection of this option. SMNG will annually advertise the availability of this option through newspaper or radio announcements, and provide a copy of the advertisement to Public Counsel and Staff.

6. SMNG agrees to initiate a rebate program designed to encourage the installation of new energy efficient, ENERGY STAR[®] qualified natural gas furnaces in the Company's service area. SMNG agrees to file with the Commission tariff sheets which implement an expanded rebate

program for new energy efficient, ENERGY STAR[®] qualified natural gas furnaces and new natural gas water heaters within ten (10) days of the effective date of the Order Approving Stipulation And Agreement. (See Sample Tariff in Attachment No. 1).

7. The Complaint filed on October 21, 2005 in this matter will be dismissed without further action of the parties upon the approval of the Stipulation And Agreement by the Commission. The parties agree that the case may be closed following the approval of the Stipulation And Agreement herein.

General Provisions

8. This Stipulation and Agreement shall become effective upon Commission approval without modification by final Commission order. Such order becomes "final" either by issuance of a Commission order on rehearing or, if no rehearing request is filed, upon the effective date of the Commission's order approving the Stipulation And Agreement.

9. This Stipulation and Agreement has resulted from extensive negotiations among the parties and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation and Agreement in total, then this Stipulation and Agreement shall be void and no Party shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the Parties to take other positions in other proceedings. Specifically, this Stipulation and Agreement shall not limit in any way, nor be used by any party to limit any party's review, audit or the recommendations made in any current or future PGA/ACA case. Further this Stipulation and Agreement shall not be used to defend against any disallowances any party may propose or recommendations that any party may make in any current or future ACA/PGA proceeding.

10. This Stipulation and Agreement is being entered into for the purpose of disposing of all issues in this case. None of the Parties to this Stipulation and Agreement shall have been deemed to have approved, agreed, consented or acquiesced to any accounting principle, ratemaking principle or cost of service determination underlying, or supposed to underlie any of the issues provided for herein.

11. All parties further understand and agree that the provisions of this Stipulation and Agreement relate only to the specific matters referred to in the Stipulation and Agreement and no Party waives any claim or right which it otherwise may have with respect to any matters not expressly provided for in this Stipulation. All parties further reserve the right to withdraw their support for the settlement in the event that the Commission modifies the Stipulation and Agreement in a manner which is adverse to the party withdrawing its support and further, all parties reserve the right to contest any such Commission order modifying the settlement in a manner which is adverse to the party contesting such Commission order. Additionally all parties agree that the stipulations and agreements reached in this case have no precedential effect in any future case filed or other case pending in front of this Commission.

12. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the Parties waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.070(2), RSMo 2000 to call, examine and cross-examine witnesses; their respective rights to present oral argument or written briefs pursuant to Section 536.080.1, RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo 2000; their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510, RSMo 2000. If this

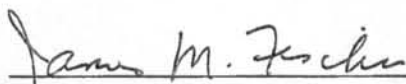
Stipulation and Agreement is not approved by the Commission, the Parties request that a procedural schedule be established which provides for a hearing, to include the opportunity for cross-examination.

13. Staff shall, within seven (7) business days of the filing of this Stipulation and Agreement, file with the Commission suggestions or a memorandum in support of this Stipulation and Agreement and the other parties shall have the right to file responsive suggestions within five (5) days of receipt of Staff's memorandum.

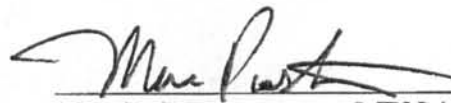
14. The Staff shall also have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, promptly provide other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

WHEREFORE, the undersigned parties respectfully request that the Commission issue its Order approving all of the terms and conditions of this Unanimous Stipulation and Agreement.

Respectfully submitted,



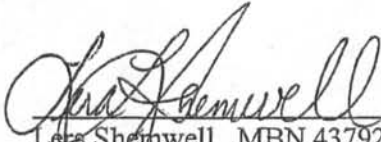
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Attorney for Southern Missouri Gas
Company, L.P. d/b/a Southern Missouri
Natural Gas

Attorney for the Office of the Public Counsel



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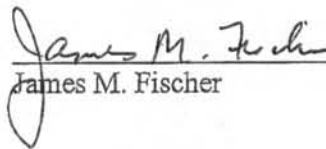
Attorney for the Staff of the
Missouri Public Service Commission

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, emailed or mailed, First Class, postage prepaid, this 10th day of March, 2006, to:
_{13th}

Lewis Mills
Office of the Public Counsel
P.O. Box 2230
Jefferson City, MO 65102

Lera Shemwell
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102


James M. Fischer

FORM NO. 13 P.S.C. No. 1 (original) Sheet No. 72
 1st (revised)
 Cancelling P.S.C. MO No. 1 (original) Sheet No. 72
 (revised)
 Southern Missouri Gas Company, L.P. All Communities and Rural Areas
d/b/a Southern Missouri Natural Gas For Receiving Natural Gas Service
 Name of Issuing Corporation Community, Town or City

Experimental Water Heater and Furnace Rebate Program

Application:

The Experimental Water Heater and Furnace Rebate Program (Program) offered by Southern Missouri Gas Company, LP d/b/a Southern Missouri Natural Gas (SMNG or Company) to customers in its designated service area is designed to encourage more effective utilization of natural gas by encouraging energy efficiency improvements. The program provides rebates to current and new residential and commercial customers who purchase and install new, more energy efficient natural gas water heaters and Energy Star® Qualified Furnaces to replace existing less efficient equipment. The program encourages effective utilization of natural gas in new construction in the Company's service area by providing rebates to builders, developers, sub-contractors and that sell and/or install new, more energy efficient, natural gas water heaters and Energy Star® Qualified Furnaces in residential and commercial units under construction or renovation. The Company plans to contract with certain appliance stores in their service area to provide point of purchase rebates on natural gas water heaters and Energy Star® Qualified Furnaces as a convenience to participants in the Program. The Company will provide installation of water heaters for the safety and convenience of participants in the Program. This Program is pursuant to the Unanimous Stipulation and Agreement approved by the Missouri Public Service Commission in Case No. GC-2006-0180.

Definitions:

- Administrator: Company will administer the Program.
- Funds: The Program is funded by the Company.
The Company anticipates 100-150 participants annually, so the estimated cost of the Program would be \$10,000 - \$20,000 annually.
- Participant: Current residential customer or new residential customer in the SMNG service area who purchases and installs a new natural gas water heater and/or new Energy Star natural gas furnace. To qualify for the rebate the customer must complete and submit the SMNG application for the rebate and allow SMNG personnel to inspect the new installation. If the new water heater or new furnace is replacing existing equipment the customer must also allow SMNG to inspect the equipment replaced.

DATE OF ISSUE March, 2006
 month day year

DATE EFFECTIVE April, 2006
 month day year

ISSUE BY Randal T. Maffett Managing Partner 301 E. 17th Street, Mountain Grove, MO 65711
 name of officer title address

FORM NO. 13 P.S.C.

No. 1

(original)

Sheet No. 73

Cancelling P.S.C. MO

No. 1

1st (revised)

Sheet No. 73

(original)

(revised)

Southern Missouri Gas Company, L.P.

d/b/a Southern Missouri Natural Gas

Name of Issuing Corporation

For All Communities and Rural Areas

Receiving Natural Gas Service

Community, Town or City

Current commercial customer or commercial residential customer in the SMNG service area who purchases and installs a new natural gas water heater and/or new Energy Star® natural gas furnace. To qualify for the rebate the customer must complete and submit the SMNG application for the rebate and allow SMNG personnel to inspect the new installation. If the new water heater or new furnace is replacing existing equipment the customer must also allow SMNG to inspect the equipment replaced.

Builder, developer, or sub-contractor of new or renovated residential or commercial units in the SMNG service area who purchases and installs a new natural gas water heater and/or new Energy Star® natural gas furnace. To qualify for the rebate the builder, developer, or sub-contractor must complete and submit the SMNG application for the rebate and allow SMNG personnel to inspect the new installation. If the new water heater or new furnace is replacing existing equipment the builder, developer, or sub-contractor must also allow SMNG to inspect the equipment replaced.

Purpose:

This Program is intended to promote the use of energy efficient natural gas water heaters and Energy Star® qualified natural gas furnaces.

Availability:

This voluntary program is available to current and new residential and commercial customers in the SMNG service area. The voluntary program is also available to builders, developers, sub-contractor installing natural gas water heaters and Energy Star® qualified furnaces in newly-constructed or renovated residential and commercial units in the Company's service area. This Program is available for buildings which heat exclusively with natural gas.

Rebates:

Residential:

- 1) The Administrator will rebate \$40 as a credit on the participant's SMNG bill for a current or new customer replacing an existing natural gas water heater with a new, more energy efficient natural gas water heater.
- 2) The Administrator will rebate \$100 as a credit on the participant's SMNG bill for a current or new customer replacing an electric water heater with a new, more

DATE OF ISSUE March, 2006
month day year

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month day year

ISSUE BY Randal T. Maffett
name of officer

Managing Partner
title

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address

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

(original)
1st (revised)

Sheet No. 74

Cancelling P.S.C. MO No. 1

(original)
(revised)

Sheet No. 74

Southern Missouri Gas Company, L.P.
d/b/a Southern Missouri Natural Gas
Name of Issuing Corporation

For All Communities and Rural Areas
Receiving Natural Gas Service
Community, Town or City

energy efficient natural gas water heater.

- 3) The Administrator will rebate \$250 as a credit on the participant's SMNG bill for a current or new customer replacing an existing furnace with an Energy Star® qualified natural gas furnace.

Commercial:

- 1) The Administrator will rebate \$40 as a credit on the participant's SMNG bill for an current or new customer replacing an existing natural gas water heater with a new, more energy efficient natural gas water heater.
- 2) The Administrator will rebate \$100 as a credit on the participant's SMNG bill for a current or new customer replacing an electric water heater with a new, more energy efficient natural gas water heater.
- 3) The Administrator will rebate \$250 as a credit on the participant's SMNG bill for current or new customer replacing an existing electric furnace with an Energy Star® qualified natural gas furnace.

Builder, Developer, or Sub-Contractor

- 1) The Administrator will rebate \$150 as cash, check or credit payment to a Participant for installing a new, more energy efficient natural gas water heater in any newly-constructed or renovated residential or commercial unit.
- 2) The Administrator will rebate \$250 as cash, check or credit payment for a Participant installing a new Energy Star® qualified furnace in any newly-constructed or renovated residential or commercial unit.

Point of Purchase Rebates

The Company plans to contract with certain appliance stores that serve customers located in the Company's service area to provide point of purchase rebates on natural gas water heaters and Energy Star® furnaces as a convenience to qualified participants in the Program.

DATE OF ISSUE March, 2006
month day year

DATE EFFECTIVE April, 2006
month day year

ISSUE BY Randal T. Maffett
name of officer

Managing Partner
title

301 E. 17th Street, Mountain Grove, MO 65711
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FORM NO. 13 P.S.C. No. 1

(original)
1st (revised)

Sheet No. 75

Cancelling P.S.C. MO No. 1

(original)
(revised)

Sheet No. 75

Southern Missouri Gas Company, L.P.
d/b/a Southern Missouri Natural Gas
Name of Issuing Corporation

For All Communities and Rural Areas
Receiving Natural Gas Service
Community, Town or City

Company Installation of Water Heaters

The Company will provide installation of water heaters for the safety and convenience of participants in the Program.

Terms of Rebate:

- 1) A complete application form must be submitted to SMNG and a Company inspection is required of participants.
- 2) The rebate applies to all participants and the rebate is between the Company and the participant.
- 3) Rebates must be redeemed through the Administrator.
- 4) All rebates are subject to review by the Administrator.
- 5) The customer will not be required to reimburse an appliance store which provided a point of purchase rebate in the event that the customer is subsequently determined not to be eligible to be a participant in the rebate program.

Term of Program:

The Program will conclude on December 31, 2008, unless it is extended by the Company before that date.

On October 1, of every year that the Program is in effect, the Company will provide the Commission Staff and the Office of the Public Counsel with detailed information to evaluate the success of the program.

Within three months of the Program's conclusion, the Company will provide to the Commission Staff and the Office of the Public Counsel a final report detailing the overall success of the Program.

DATE OF ISSUE March, 2006
month day year

DATE EFFECTIVE April, 2006
month day year

ISSUE BY Randal T. Maffett
name of officer

Managing Partner
title

301 E. 17th Street, Mountain Grove, MO 65711
address

FORM NO. 13 P.S.C. No. 1 (original) Sheet No. 70
 1st (revised)
 Cancelling P.S.C. MO No. 1 (original) Sheet No. 70
 (revised)
 Southern Missouri Gas Company, L.P. All Communities and Rural Areas
d/b/a Southern Missouri Natural Gas For Receiving Natural Gas Service
 Name of Issuing Corporation Community, Town or City

RULES AND REGULATIONS (cont.)

(34) Special Meter Readings
 At the customer's request, the Company will read a customer's meter at a special time by appointment when the meter cannot be read or is not being read by the regular meter reader. When such a meter reading is made, a special meter reading charge shall be made.

(35) Collection Trip Charge
 When the Company makes a service trip for the purpose of disconnection of service because of non-payment, and customer pays Company's personnel, at customer's premises, to prevent said disconnect, an additional charge (a trip charge) will be billed to the customer for the recovery of the expense of Company personnel traveling to customer's premises.

(36) Average Payment Plan
 By mutual agreement between the customer and the Company, any customer in all customer classifications may be billed on the Average Payment Plan (the Plan), providing the customer satisfies the Company's credit requirements. Although customers may enter the Plan program any month of the year by contacting the business office, the Company will encourage customers to enter the program during the month of July each year. During July, customers will be notified of the Plan by the Company issuing a bill containing two amounts for current Average Plan Customers, the actual amount and the payment due under the Plan. If the customer elects to go with the Plan, he pays the average amount.

The Company will calculate the customer's total annual bill based on twelve months of historical usage as adjusted for any significant rate change, abnormal weather conditions or other factors. The first average amount due will be that total divided by twelve. If the customer is new and historical data is not available, the customer will be billed on the most accurate information that is available at the time of the request. Southern Missouri will use one of two methods to estimate the annual usage, either the average Ccf usage stated in the Feasibility Study or on the average actual annual usage of all residential customers in service.

DATE OF ISSUE April 6, 2006 DATE EFFECTIVE May 6, 2006
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 ISSUE BY Randal T. Maffett Managing Partner 301 E. 17th Street, Mountain Grove, MO 65711
 name of officer title address

Filed

Missouri Public Service Commission

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

(original)

Sheet No. 71

Cancelling P.S.C. MO No. 1

3rd (revised)

Sheet No. 71

(original)

2nd (revised)

All Communities and Rural Areas

Southern Missouri Gas Company, L.P.
d/b/a Southern Missouri Natural Gas
Name of Issuing Corporation

For Receiving Natural Gas Service
Community, Town or City

RULES AND REGULATIONS (cont.)

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

(37) Promotional Practices

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

Conversion Policy

A variance to 4 CSR 240-14.020(5) was granted by the Missouri Public Service Commission in Case No. GR-94-127, and extended in Case No. G0-98-172. This promotional practice is being provided on a uniform basis to the residential and commercial classes of customers as described in the terms and conditions contained in Section 29 - Free Conversion Rules and Regulations of Southern Missouri's Natural Gas Tariff Number 1.

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

The program will conclude on December 31, 2009, unless it is extended by the Company before that date.

DATE OF ISSUE November 9, 2005
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month day year
December 23, 2005

ISSUE BY Randal T. Maffett Managing Partner 301 E. 17th Street, Mountain Grove, MO 65711
name of officer title address

FILED
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