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January 18, 2001

Mr. Dale Hardy Roberts
Executive Secretary
Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

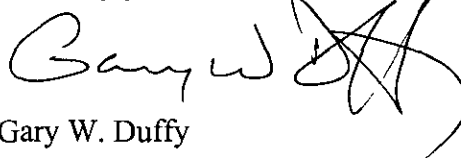
RE: Missouri Gas Energy

Dear Mr. Roberts:

Enclosed for filing in the above-referenced proceeding please find an original and eight copies of Missouri Gas Energy's Application for Variance and Motion for Expedited Treatment. This document contains a proposal whereby approximately \$1 million would be made available for the specific purpose of assisting customers in MGE's service territory who have difficulty paying their gas bills.

If you have any questions about this filing, please give me a call.

Sincerely yours,


Gary W. Duffy

Enclosures

cc w/enclosure:

Doug Micheel, Office of Public Counsel
Tim Schwarz, Office of General Counsel
Stuart W. Conrad
Jan Marcason
Commissioner Lumpe

Commissioner Drainer
Commissioner Murray
Commissioner Schemenauer
Commissioner Simmons

FILED²
JAN 18 2001 *mh*
Missouri Public
Service Commission

GE-2001-393

FILED

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

JAN 18 2001

Missouri Public
Service Commission

In the matter of Missouri Gas Energy's)
Application for variance from Sheet Nos.)
24.18 and 61.4 to permit the use of certain)
federal refunds and unauthorized use charge)
collections for the benefit of low-income)
customers in the company's service area.)

6E-2001-393
Case No. ~~GE~~-2001-_____

**MISSOURI GAS ENERGY'S APPLICATION FOR VARIANCE
AND MOTION FOR EXPEDITED TREATMENT**

Comes now Missouri Gas Energy ("MGE" or "Applicant"), a division of Southern Union Company, by and through counsel, and for its application for variance pursuant to Sheet No. 24.18 of its approved tariff and motion for expedited treatment respectfully states the following:

1. The name and address of Applicant are: Missouri Gas Energy, 3420 Broadway, Kansas City, Missouri, 64111.
2. MGE is an operating division of Southern Union Company which is duly incorporated under the laws of the State of Delaware, and conducts business in Missouri under the name of Missouri Gas Energy. The articles of incorporation of Southern Union Company have previously been provided to the Commission in Case No. GM-94-40.
3. MGE is a gas corporation and a public utility engaged in the distribution of natural gas at retail to approximately 485,000 customers in Andrew, Barry, Barton, Bates, Buchanan, Carroll, Cass, Cedar, Christian, Clay, Clinton, Cooper, Dade, Dekalb, Greene, Henry, Howard, Jackson, Jasper, Johnson, Lafayette, Lawrence, McDonald, Moniteau, Newton, Pettis, Platte, Ray, Saline, Stone and Vernon counties in Missouri, subject to the jurisdiction of the Missouri Public Service Commission ("Commission").

4. Although uncertain precisely what information the Commission seeks by 4 CSR 240-2.060(1)(K), MGE provides the following in an attempt to comply therewith. MGE is unaware of any pending action or final unsatisfied judgments or decision against MGE from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred since January 17, 1998. Nevertheless, since that time MGE has been involved in a number of judicial review proceedings, filed against the Commission, involving MGE's rates. The Commission itself should be aware of all such cases.

5. No annual report or assessment fees pertaining to MGE are overdue.

6. All correspondence, communications, notices, orders and decisions of the Commission with respect to this matter should be sent to:

Robert J. Hack
Vice President, Pricing & Regulatory Affairs
Missouri Gas Energy
3420 Broadway
Kansas City, MO 64111
Telephone: 816/360-5755
Facsimile: 816/360-5536
e-mail: rob.hack@southernunionco.com

I. Application for Variance

5. MGE files this application for variance from certain provisions of Sheet Nos. 24.18 and 61.4 of its tariff regarding the treatment within the PGA of, respectively, A) certain federal refunds and B) certain unauthorized use charge collections. In particular, due to extremely cold weather conditions and extremely high gas prices during this winter heating season, MGE seeks to use specific monies for the benefit of low-income customers, as described in section C of this

Application, instead of using such funds to reduce the PGA rate prospectively for all customers by less than \$0.002 per Ccf.¹

A. Refunds From FERC Docket No. IN01-2-000

6. On January 9, 2001, as a result of a conversation with the Commission's Staff, MGE became aware of an order issued on December 26, 2000, by the Federal Energy Regulatory Commission ("FERC") in Docket No. IN01-2-000. (See Attachment 1) As a result of this order, MGE should receive, no later than January 31, 2001, a check in the amount of approximately \$620,000 from Williams Gas Pipelines Central ("Williams"). According to the FERC order, the refund reflects a compromise of competing claims regarding Williams' conduct of certain storage-related matters following a 1989 FERC order. (Attachment 1, page 3). Costs for storage service on the Williams' system are included in MGE's PGA.

7. Sheet No. 24.18 of MGE's tariff provides, among other things, that "... unless the Missouri Public Service Commission shall otherwise order, refunds . . . in excess of \$75,000 . . . received by the Company from charges paid and recovered through the PGA/EGCIM/FCP applicable to its Residential, Small General, Large General and Unmetered Gaslight customers, shall be refunded to such customers as a reduction in PGA rates. . . ." On information and belief, MGE

¹ This is by no means the only effort that has been undertaken this winter in recognition of the substantial bill increases created by high gas prices and extreme cold weather. MGE has made its ABC (level pay) plan liberally available to customers by not requiring customers to become current as a requirement of ABC plan subscription. In December, as a result of the extreme cold, MGE urged customers without gas service to call, and initiated gas service to numerous customers for less than the minimum payments required under the "Cold Weather Rule." In addition, a number of cities in western Missouri (including Monett, Kansas City and Independence) have taken action to reduce, temporarily or permanently, the gross receipts tax on natural gas service this winter. It is MGE's understanding that other cities (including Raytown, North Kansas City and Parkville) may be considering similar action. MGE also understands that the General Assembly may be considering ways to help increase funding for the State's Utilicare program.

states that no material portion of the expected Williams refund from FERC Docket No. IN01-2-000 is refundable to transportation customers.

8. It is MGE's belief that, based upon the expected receipt date of this refund from Williams, and absent approval of the proposal made in this Application, this refund would serve to reduce MGE's overall PGA rate by approximately \$0.0009/Ccf with MGE's scheduled summer PGA filing which is typically made in April. Due to the *de minimis* magnitude of this impact upon the prospective PGA rate of all sales customers, MGE proposes instead to use this refund to provide assistance to low-income gas customers in MGE's service territory as more specifically described in section C of this Application. Due to extremely cold weather conditions and extremely high gas prices this winter, MGE believes that this proposal is just, reasonable and in the public interest.

B. Unauthorized Use Charges

9. MGE assesses unauthorized use charges to transportation customers, pursuant to the provisions of Sheet No. 61.3 of its tariff, for volumes taken in excess of authorized levels 1) during an MGE curtailment; 2) during an interstate pipeline interruption or curtailment; and/or 3) in the event no nomination exists for such customer.

10. In December 2000 Williams called operational flow orders qualifying as an "interstate pipeline interruption or curtailment" under Sheet No. 61.3 of MGE's tariff and a number of MGE's transportation customers took volumes of gas in excess of volumes delivered to an MGE delivery location for the respective customer's account. Therefore, in accordance with Sheet No. 61.3 of MGE's tariff, these customers were assessed, through bills issued in January 2001, a total of approximately \$562,830 in unauthorized use charges consisting of \$1.50 for each Ccf of unauthorized use (totaling approximately \$356,715), plus 125% of the currently effective Purchased

Gas Adjustment rate, excluding the refund factor for each Ccf of unauthorized use (totaling approximately \$206,115).

11. Sheet No. 61.4 of MGE's tariff provides, among other things, that "[A]ll revenues received from unauthorized use charges will be considered as gas cost recovery and will be used in the development of the gas cost recovery amount during the ACA audit as set forth in the Purchased Gas Adjustment schedule (PGA)."

12. It is MGE's belief that, based upon the expected receipt date of the \$1.50 per Ccf penalty component of these unauthorized use billings (which are due to be paid to MGE on or about January 31, 2001), and absent approval of the proposal made in this Application, this approximately \$356,715 in billings, if collected by MGE, would serve to reduce MGE's overall PGA rate by less than \$0.0006/Ccf with MGE's scheduled winter PGA filing which is typically made in November. Due to the *de minimis* magnitude of this impact upon the prospective PGA rate of all sales customers, MGE proposes instead to use the actual collections resulting from the \$1.50 per Ccf penalty component of these unauthorized use billings to provide assistance to low-income gas customers in MGE's service territory as more specifically described in section C of this Application. Due to extremely cold weather conditions and extremely high gas prices this winter, MGE believes that this proposal is just, reasonable and in the public interest.

C. Low-Income Energy Assistance

13. MGE proposes to provide the monies discussed in section A (Williams refunds from FERC Docket No. IN01-2-000) and section B (actual collections resulting from the \$1.50 per Ccf penalty component of unauthorized use billings for December) to the Mid America Assistance Coalition ("MAAC"), for the specific purpose of assisting customers in MGE's service territory who have difficulty paying their gas bills. See Attachment 2 for details regarding the administration of

this assistance.

14. In the event the Commission approves this Application for Variance, MGE will make a cash contribution of \$250,000 to the MAAC, for the specific purpose of assisting customers in MGE's service territory who have difficulty paying their gas bills. This \$250,000 cash contribution by MGE would also be administered by MAAC according to the details set out in Attachment 2.²

II. Motion for Expedited Treatment

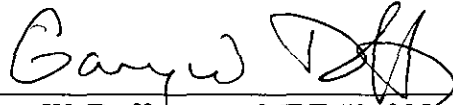
15. On information and belief, MGE states that it should be in possession of the monies that are the subject of this Application for Variance by January 31, 2001, and should be capable, assuming the Commission grants the variance requested, to provide such funds to MAAC by early February 2001. Based on conversations with MAAC representatives, MGE believes that MAAC will be capable of administering the disbursement of such funds, as set forth in Attachment 2, by early February 2001. Due to extremely cold weather conditions and extremely high gas prices this winter, the need for energy assistance is immediate and high and expeditious approval of this Application for Variance by early February 2001 would help meet this need. In accordance with 4 CSR 240-2.080(17)(C), MGE states that it filed this pleading as soon as reasonably possible.

Wherefore, MGE respectfully requests that the Commission grant, as expeditiously as possible, and preferably no later than early February 2001, the requested variance which permits MGE to provide to MAAC for distribution to customers in MGE's service territory who have difficulty paying their gas bills 1) the refunds from Williams on account of FERC Docket No. IN01-2-000 and 2) the actual collections resulting from the \$1.50 per Ccf penalty component of

² A similar arrangement was approved by the Commission in 1997. See Case Nos. GC-97-33 and GC-97-497.

unauthorized use billings for December. In the event the Commission approves this application for variance, MGE will contribute \$250,000 for the same purpose, making a total amount of more than \$1 million available for the specific purpose of assisting customers in MGE's service territory who have difficulty paying their gas bills.

Respectfully submitted,



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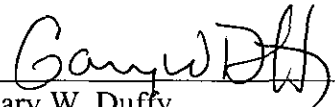
ATTORNEYS FOR MISSOURI
GAS ENERGY

VERIFICATION

STATE OF MISSOURI)
)
COUNTY OF COLE)

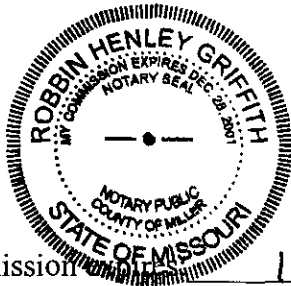
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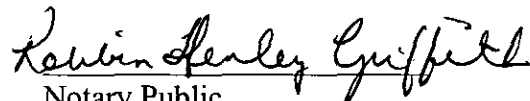
On this 18th day of January, 2001, before me appeared Gary W. Duffy, a licensed attorney in the State of Missouri, to me personally known, who being by me first duly sworn, states that he is duly authorized to execute Missouri Gas Energy's Application for Variance and that he has read the above and foregoing Application and believes that the allegations therein are true and correct to the best of his information, knowledge and belief.



Gary W. Duffy

Subscribed and sworn to before me, a notary public, on this 18th of January, 2001.





Notary Public

My Commission 12-28-01

CERTIFICATE OF SERVICE

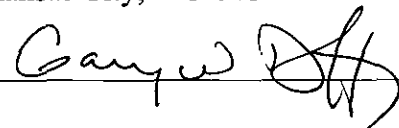
I hereby certify that copies of the foregoing have been mailed or hand-delivered this 18th day of January, 2001, to:

Thomas R. Schwarz, Jr.
Deputy General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Douglas E. Micheel
Senior Public Counsel
Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

Stuart W. Conrad
Finnegan, Conrad and Peterson
1209 Penntower Office Building
3100 Broadway
Kansas City, MO 64111

Jan Marcason
Executive Director
Mid America Assistance Coalition
1 West Armour, Ste. 20
Kansas City, MO 64111



93 FERC ¶ 61,309

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: James J. Hoecker, Chairman;
William L. Massey, Linda Breathitt,
and Curt Hébert, Jr.

Williams Gas Pipelines Central, Inc.

Docket No. IN01-2-000

ORDER APPROVING STIPULATION AND CONSENT AGREEMENT

(Issued December 26, 2000)

The Market Oversight and Enforcement section, Office of the General Counsel (MOE) and Williams Gas Pipelines Central, Inc. (Williams) entered into a Stipulation and Consent Agreement (Agreement) to resolve all issues concerning Williams' operation of its Webb storage field, located in Grant County, Oklahoma. We approve the Agreement without modification, as discussed below.¹

As set forth in the Agreement, from about 1972 through the present, substantial volumes of Webb field gas have migrated in a westerly direction outside the certificated boundary of the field. Starting in 1974, Williams (including its predecessors that operated the field) became aware that storage gas was migrating west of the certificated boundary of the field. Williams also believed that offset well operators west of the field were extracting storage gas. For years after 1974, Williams purchased Webb field storage gas that these operators produced.

Williams took inadequate steps to stem the migration of gas from the Webb field. Fifteen years after Williams became aware of the matter, it filed an application with the Commission to increase the size of the field. The Commission approved the application,² which authorized Williams to operate a 1,040-acre buffer zone west of the field. As the Commission stated at the time, the buffer zone would allow westward-migrating gas to

¹In an August 1998 order, the Commission reserved authority to take enforcement action relating to Williams' operation of the Webb field. See Williams Gas Pipelines Central, Inc., 84 FERC ¶ 61,176 at 61,922 (1998).

²See Williams Natural Gas Company, 49 FERC ¶ 62,160 (1989) (the 1989 certificate order).

Attachment 1 96-1

Docket No. IN01-2-000

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be collected and returned to the storage field.³ After the Commission approved Williams' application, Williams failed to acquire interests in all of the land it had represented to the Commission that it needed to establish a buffer zone. As a result, storage gas continued to migrate west of the field and to be produced by third parties.

After Williams became an open access pipeline pursuant to Order No. 636, it continued to pass through to its customers the cost of gas that migrated outside the field. However, "[u]nder normal operations gas should not move beyond the established field boundaries, and therefore the loss [from migration] is more closely related to a malfunction of underground storage mechanics than to normal operating consequences."⁴ Therefore, the Agreement sets forth remedies that address Williams' operation of the Webb field and passthrough of storage gas losses.

The Agreement

Under the Agreement, Williams agrees to refund to its storage customers the sum of \$1,362,293. This refund is intended to compensate customers in part for costs they incurred for Williams' loss of Webb field gas that migrated west of the field's certificated boundary. The Agreement reflects a compromise of competing claims regarding Williams' compliance with the Commission's 1989 certificate order, whether Williams has prudently operated the field, and actual expenses incurred by customers, considering that Williams' failure to acquire the entire buffer zone authorized by the 1989 certificate order meant that Williams' rate base was lower than it otherwise would have been.

Williams also agrees to make a filing under section 4 of the Natural Gas Act to reduce base tariff rates, reflecting the elimination of \$1,584,326 from storage rate base. As explained in the Agreement, this filing will account for the removal of approximately 16.4 million dekatherms of gas from Williams' rate base that was lost from the field over a period of years. Williams also agrees to operate the field pursuant to specified limitations intended to reduce maximum reservoir pressures and thereby lessen the tendency for storage gas to move outside the field's certificated boundaries. Williams further agrees that it will operate wells located in the western part of the field's current area as withdrawal or observation wells only, so that Williams will not inject gas into a part of the field where it is more likely to migrate west of the field's certificated boundary.

³Id. at 63,177.

⁴Williams Natural Gas Company, 73 FERC ¶ 61,394 at 62,215 (1995) (referring to Williams' Elk City storage field).

Docket No. IN01-2-000

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In April 2000, Williams filed an application to amend its Webb field certificate to expand part of the western boundary of the field.⁵ This filing was a necessary precondition for Williams to seek to expand the field in the future because Williams' authority to do so pursuant to the Commission's 1989 certificate order had expired. In the Agreement, Williams agrees not to seek recovery in any proceeding before the Commission for costs it incurs in connection with preparing or pursuing the April 2000 filing. Finally, Williams agrees not to seek recovery in any proceeding before the Commission for additional losses of gas from the Webb field that are due to westward migration of gas, except in the limited circumstances set forth in the Agreement.

The Agreement resolves all claims by the Commission against Williams relating to the operation of the Webb field through the effective date of this order. The Agreement does not preclude any Commission action relating to Williams' gas storage rates and accounting for storage gas, except to the extent those subjects are specifically addressed in the Agreement.

The Commission finds that the Agreement is fair and reasonable and in the public interest.

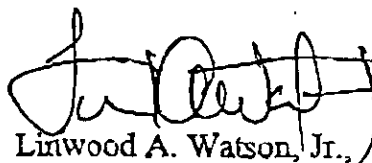
The Commission orders:

(A) The Commission approves the attached Stipulation and Consent Agreement without modification.

(B) The Commission's approval of the Agreement does not constitute precedent regarding any principle or issue in any proceeding.

By the Commission.

(S E A L)


Linwood A. Watson, Jr.,
Acting Secretary.

⁵Docket No. CP00-166-000. Williams' application in this docket is pending.

STIPULATION AND CONSENT AGREEMENT

I

The Market Oversight and Enforcement Section, Office of the General Counsel (Market Oversight and Enforcement) and Williams Gas Pipelines Central, Inc. (Williams) enter into this Stipulation and Consent Agreement (Agreement), which resolves all issues arising from or pertaining to a non-public, preliminary investigation that Market Oversight and Enforcement conducted under Part 1b of the Commission's regulations,¹ concerning Williams' operation of its Webb natural gas storage field.

II

Market Oversight and Enforcement and Williams hereby stipulate and agree on the following:

A. The Webb field is located in Grant County, Oklahoma and represents about 33 percent of Williams' total storage capacity. The gas in the field includes working gas, which is readily injectable and withdrawable, and cushion gas, which is unproduced native gas plus injected gas. The cushion gas represents that part of the inventory which must always be present to maintain pressure in the reservoir so that the storage field meets its deliverability requirements. A depiction of the field, with references to injection/withdrawal wells and offset operators, appears in Attachment A to this Agreement.

B. In December 1963, the Commission issued Williams' predecessor, Cities Service Gas Company (Cities Service),² a certificate to construct and operate the Webb field.³ The Webb field includes three major formations known as the Mississippi Chat, Red Fork and Skinner. The certificated maximum reservoir capacity inventory of the

¹18 C.F.R. Part 1b (2000).

²In November 1983, Cities Service became Northwest Central Pipeline Corporation. In January 1987, Northwest Central became Williams Natural Gas Company. 54 FERC ¶ 61,134 (1991). The company became Williams Gas Pipelines Central, Inc. in 1998. Except where otherwise noted, reference to Williams in this Agreement refers to Williams and its predecessors.

³30 FPC 1612 (1963). The Commission modified the authorization in November 1965, 34 FPC 1209; June 1967, 37 FPC 1049; June 1977, 58 FPC 2717; and November 1989, 49 FERC ¶ 62,160.

**Stipulation and Consent Agreement
Williams Gas Pipelines Central, Inc.**

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Webb field is 55.3 Bcf at the maximum wellhead shut-in pressure of 2,000 pounds per square inch gauge (psig).

C. Williams represented to the Commission in the certificate application that the composition of the field is sufficiently thick and impervious to prevent migration of the stored gas. It also represented that the field is bounded by a major fault on the west side of the field.

D. In 1965-67, Williams drilled and fractured new wells that partially penetrated the Mississippi Chat. Injection began in April 1966. Independent offset operators with facilities located slightly west of the western certificated boundary of the field began producing Webb field gas in 1972. This production was possible because these facilities communicated with the storage strata in the field. By 1974, Williams believed that storage gas was migrating west of the certificated boundary of the field although no conclusive study had been performed. During this time and for years thereafter, Williams engaged in correspondence with one offset operator whose production facilities were located slightly west of the field's western boundary. To reduce the migration of storage gas outside the certificated boundary of the field, Williams permitted this operator to establish facilities within the field and to produce oil as long as it returned produced storage gas to Williams. In 1977-78, Williams drilled 10 new wells to increase the field's deliverability. Williams also fractured wells in this time period and increased the maximum allowable pressure at the field to 1,875 psig in 1977. By October 1985, 47 injection/withdrawal wells and 11 observation wells were in the field. Around 1986, Williams practiced "topping off" the field. Topping off refers to injecting additional gas during the withdrawal cycle to hold the pressure near the maximum value.

E. Williams conducted several studies of the Webb field in the mid-1980s. According to these studies and statements by persons employed by Williams during this time, (1) one of the formations containing storage gas in the field (Red Fork) is not bounded by a major fault on its western side; (2) the increase of the maximum wellhead pressure in 1977-78 to serve customer heating season demands exacerbated losses from the field; (3) the presence of certain offset operators west of the field created lower reservoir pressures that attracted migrating gas; (4) the offset operators west of the field were extracting substantial quantities of gas, the majority of which was storage gas; (5) losses during the mid-1980's averaged more than 4 percent of injections; (6) Williams believed offset operators west of the field were extracting storage gas in part because these operators were using wells that were originally drilled as oil wells and the gas they were extracting had a very high gas to oil ratio; and (7) Williams was purchasing gas that

Stipulation and Consent Agreement
Williams Gas Pipelines Central, Inc.

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it believed included a substantial amount of storage gas from some of the offset operators.

F. In April 1989, Williams filed an application to amend the Webb field certificate to include an additional 1,040 acres adjacent to the western boundary of the field as a buffer zone. The effect of its proposal would be to move the western boundary of the field one-half mile to the west. In support of its application, Williams stated that "there appears to be a potential for loss of storage gas to producing wells located west of the west flank of the storage area."⁴

G. In November 1989, the Commission, under delegated authority, approved the certificate amendment that Williams requested.⁵ In the order, the Commission noted that unusually high amounts of gas were extracted by two production wells from the Red Fork formation outside the certificated boundary of the field and within the proposed buffer zone. The Commission also noted that production of this gas adhered to a cycle that mirrored peak gas injection periods in the Webb field. The Commission concluded that the addition of the proposed buffer zone would assure the operating integrity of the field.

H. Williams failed to acquire the 1,040 acre buffer zone within the two-year period provided by the Commission. In 1990, Williams commenced a condemnation proceeding against property known as the Ultramar Lease. In February 1992, Williams purchased this lease, consisting of 160 acres west of the field, or 15.35 percent of the buffer zone, and which produced a majority of the gas produced by offset operators. In October 1996, Williams began discussions with other offset operators that owned or operated facilities within the portion of the buffer zone in which Williams had not acquired right, title and interest in the underlying gas. In January 1997, Williams filed suit against two offset operators, San Point Production, Inc. and Baker Eberle Energy Corporation, in the 4th District Court, Grant County, Oklahoma. To date these discussions and the referenced litigation have not resulted in Williams acquiring any additional right, title and interest in gas underlying the buffer zone approved in the certificate amendment.

I. Overall, the field has lost an estimated 15 BCF of gas. The field currently loses approximately 220,000 Mcf annually. The only appreciable losses sustained by the

⁴Certificate application, Docket No. CP89-1276-000, filed April 27, 1989, at 5.

⁵49 FERC ¶ 62,160 (1989).

**Stipulation and Consent Agreement
Williams Gas Pipelines Central, Inc.**

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field are gas production from the offset leases. During the period from 1992 through 1999, the field lost approximately 1.9 Bcf of gas. The cost of gas lost from the field during this period was passed through to Williams' customers.

J. The total gas inventory of the Webb field was 39.8 Bcf as of December 31, 1997. A volume of 56.12 Bcf was booked by Williams on the same date.

K. A settlement of a prior Enforcement investigation required Williams to perform an independent study of losses from the Webb field.⁶ In October 1998, the firm of Fairchild, Ancell & Wells, Inc. produced a study that proved conclusively that offset operators had produced Webb field gas for many years. Prior to this study, Williams had no independent studies that proved conclusively that the production from offset operators was storage gas.

L. In April 2000, Williams filed an application to amend its certificate to operate the Webb storage field. In its filing, Williams requested authority to, among other things, acquire 480 acres on the west side of the field as a buffer zone.⁷ The acreage is part of the 1,040 acre expansion of the storage field that the Commission authorized in 1989. Williams' application is pending.

III.

A. Within 30 days of the date on which the Commission approves this Agreement, without modification, and that approval becomes final, Williams will refund to the customers listed in Appendix B the sum of \$1,362,293 according to the allocation factor set forth therein. The allocation factor is based on the respective percentages of gas that Williams' customers injected into storage during the period October 1993 through May 2000. To effectuate the refund, Williams may credit such customers' outstanding invoices by applying the credit against the direct bills of those customers who received direct bills related to the settlement of Williams' Gas Supply Realignment (GSR) costs that the Commission approved in Docket No. RP99-257, et al.⁸ Alternatively, any such

⁶Williams Gas Pipelines Central, Inc. 84 FERC ¶ 61,176 (1998).

⁷Certificate application, Docket No. CP00-166-000, filed April 3, 2000.

⁸On August 30, 1999, the Commission approved an offer of settlement to resolve Williams' recovery of various costs, including GSR costs. Williams Gas Pipelines

(continued...)

**Stipulation and Consent Agreement
Williams Gas Pipelines Central, Inc.**

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customer listed in Appendix B may elect to receive its respective refund by requesting a check for the full amount of its refund from Williams and Williams will honor such request. Within 30 days of the last date by which Williams agrees to make the refund described in this paragraph, Williams will file with the Commission in the docket of the order approving this Stipulation and Consent Agreement, a refund report showing that Williams has completely discharged its refund obligation or making such other statement and explanation as may apply.

B. Within 6 months of the date on which the Commission approves this Agreement, without modification, and that approval becomes final and no longer subject to appeal, Williams will file a limited Natural Gas Act Section 4 rate filing consisting of a revised tariff sheet(s) which sets forth reduced base tariff rates reflecting only the elimination of \$1,584,326 from storage rate base. The limited Section 4 filing must include supporting work papers showing the cost of service effect of the reduced rate base and the resultant derivation of rates. However, if Williams files a general Section 4 rate case before it makes the limited Section 4 filing referenced above, it will include in the general Section 4 rate case the removal of \$1,584,326 from storage rate base and will not be required to make the limited Section 4 filing. If Williams files a general Section 4 rate case in lieu of a limited Section 4 filing, Williams will (i) include in the transmittal letter accompanying the general Section 4 rate filing a statement that explicitly notes the inclusion of the removal of the sum listed above from its storage rate base, and (ii) will include in the accompanying papers the supporting work papers that it would have filed had it filed the limited Section 4 filing. The limited rate filing is to reflect removal of approximately 16,476,000 dekatherms of gas from Williams' rate base. This amount of gas is approximately equal to the difference between the total gas inventory in the field and the volume of gas that Williams has recorded in its inventory records. The amount of the revision reflects the fact that a portion of the lost gas was native gas that Williams carries at no value and another portion of the lost gas was cushion gas that Williams carries at its average cost of gas. The annual cost of service impact of the filing will be approximately \$235,600. In the event that Williams makes a limited Section 4 filing, as discussed above, the Commission's order approving this Agreement shall constitute all necessary authority for Williams to place said tariff sheet(s) into effect on the first day of

⁸(...continued)

Central, Inc., 88 FERC ¶ 61,198 (1999). In the order, the Commission stated that the offer of settlement provides for Williams to recover a specified amount of GSR costs "through direct bills to Williams' 'GSR paying firm customers with transportation and/or sales contracts during the effective period...' Id. at 61,676.

Stipulation and Consent Agreement
Williams Gas Pipelines Central, Inc.

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the first calendar month following said filing. Further, Williams will make the necessary entries to its books of account to reflect the amounts adjusted for ratemaking purposes as set forth above. The outcome will be that Williams' books of accounts will be synchronized with the amounts of storage gas inventory in its rate base for the Webb field.

C. Williams will operate the Webb field such that the maximum inventory of the field will not exceed 46 BCF and the maximum storage field pressure will not exceed 1,850 psig wellhead pressure as measured by a seven-day shut-in procedure.

D. Williams will operate wells located in the western half of sections 35, 2 and 11 in the Webb field, depicted in Attachment A, as withdrawal or observation wells only and not as injection wells.

E. Williams will not seek recovery for, or recover, through any proceeding before the Commission, any costs or expenses it incurs or has incurred to prepare and pursue its April 2000 NGA section 7(c) certificate application in Docket No. CP00-166-000 or any subsequent subdocket. If during the pendency of Docket No. CP00-166-000 or any subsequent subdocket, or during the two-year period following termination of the final subdocket in that proceeding, Williams files a general Section 4 rate change application it must, as part of the application, separately show an itemized list of all costs and expenses it incurred in connection with the preparation of and pursuit of approvals for the application filed in Docket No. CP00-166-000 or any subsequent subdocket in a manner consistent with the Uniform System of Accounts and it must note this itemization clearly in the transmittal letter accompanying any such filing. However, nothing in this agreement shall preclude Williams from seeking to recover the cost of acquiring the gas storage rights and related costs associated with the acquisition of the additional 480 acres requested in that docket.

F. Williams may not seek recovery for, or recover, in any proceeding before the Commission, any loss of gas that has occurred or may occur at the Webb field due to the westward migration of gas outside the current or any future certificated boundary of the field, *provided*, however, that Williams may seek recovery for any loss of gas at the field that is due to (i) ordinary losses not including losses due to westward migration outside the certificated boundary of the field, and/or (ii) westward migration outside the certificated boundary of the field (including any extensions of that boundary as the Commission may authorize) to the extent Williams demonstrates in any filing in which it seeks recovery for such losses that (a) such losses result from offset production wells

**Stipulation and Consent Agreement
Williams Gas Pipelines Central, Inc.**

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drilled or recompleted after the date of this Agreement, and (b) Williams' actions regarding such losses were prudent.

G. Nothing in this Agreement shall be construed to bear on Williams' pending application in Docket No. CP00-166-000. Except for those cost and rate matters specifically addressed herein, nothing in this Agreement shall preclude any action by the Commission regarding Williams' storage rates and accounting for storage gas.

IV.

A. Market Oversight and Enforcement and Williams agree that they enter into this Agreement voluntarily and that other than the agreements set forth herein, no tender, offer, or promise of any kind whatsoever has been made by any party to this Agreement, or any member, employee, officer, director, agent or representative of any such party, to induce the other party to enter into this Agreement.

B. If the Commission does not issue an order which becomes final approving this Agreement in its entirety, without modification, this Agreement shall be null and void and of no effect whatsoever and neither Market Oversight and Enforcement nor Williams shall be bound by any of its provisions or terms, unless they otherwise agree in writing.

C. Should the Commission's order referenced in Section IV.B. above be subsequently modified on appeal in a fashion which modifies this Agreement, then this Agreement shall be null and void and of no effect whatsoever and neither Market Oversight and Enforcement nor Williams shall be bound by any of its provisions or terms, unless they otherwise agree in writing. Further, in such event, all monies Williams has paid hereunder shall be returned to Williams. To effectuate the recoupment of monies paid, Williams shall surcharge each applicable customer and shall issue an invoice for such amounts consistent with Williams' tariff (See General Terms and Conditions, Section 18). Williams shall accrue interest at the FERC rate under 18 CFR § 154.501 from the date the monies were disbursed until the date the recoupment is completed.

D. Except as expressly stipulated and acknowledged and agreed herein, neither Market Oversight and Enforcement nor Williams makes or has made any admissions or acknowledgements or agreements in connection herewith.

Stipulation and Consent Agreement
Williams Gas Pipelines Central, Inc.

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E. The undersigned representative of Williams affirms that he has read the representations set forth in this Agreement, that all of the matters set forth herein are true and correct to the best of his knowledge, information, and belief, and that he understands that this Agreement is entered into by Market Oversight and Enforcement in express reliance on those representations.


F. The provisions of this Agreement are binding on Williams and its agents, successors and assigns.

G. Market Oversight and Enforcement agrees to a full and complete settlement of all administrative, civil or other claims the Commission has or may have against Williams or any of its predecessors, officers, directors, or employees, either before the Commission or in the courts, relating to the operation of the Webb field from the date of its certification until the date on which the Commission approves this Agreement.


H. Williams waives judicial review by any court of any Commission order approving this Agreement in its entirety, without modification.

I. Each of the undersigned warrants that he or she is an authorized representative of the party designated, is authorized to bind such party, and accepts this Agreement on the party's behalf.

Agreed to and accepted:


Andrea Wolfman, Lead Counsel
Market Oversight and Enforcement

11/29/00
Date


[name and title of signator]
Williams Gas Pipelines Central, Inc.

11-21-00
Date

Senior Vice President
and General Manager



GRANT COUNTY, OKLAHOMA

Attachment B

Williams Gas Pipelines Central, Inc.
Net Storage Injections By Customer
October 1993 Through May 2000

<u>Customer</u>	<u>Net Storage Injection</u>	<u>Allocation Factor</u>
Altamont Municipal Gas Authority	119,799	0.000562
Americus Gas Company, Inc	48,345	0.000227
Amoco Energy Trading Corp.	461,899	0.002167
Argonia Kansas, City of	30,074	0.000141
Auburn Kansas, City of	112,944	0.000530
Avant Utilities Authority	18,126	0.000085
Billings Public Works	39,863	0.000187
Burlington Oklahoma, City of	20,642	0.000097
City Utilities of Springfield, Mo.	11,223,688	0.052659
Cleveland Oklahoma, City of	199,773	0.000937
Copan Public Works Authority	60,339	0.000283
Denison Kansas, City of	18,536	0.000087
Duke Energy Fuels, L.P.	36,992	0.000174
Eckert Gas Co.	5,680	0.000027
Flint Hills Gas Co., Inc.	7,214	0.000034
Ford Kansas, City of	30,529	0.000143
Freedom Municipal Trust Authority	27,922	0.000131
Gate Oklahoma, Town of	12,497	0.000059
Granby Missouri, City of	142,143	0.000667
Greeley Gas Co., Div of Atmos Energy	1,943,392	0.009118
Grove Municipal Services Authority	498,672	0.002340
Hamilton Kansas, City of	15,668	0.000074
Howard Kansas, City of	47,234	0.000222
Iola Kansas, City of	645,208	0.003027
Kansas Gas Service Co.	69,364,612	0.325443
Kansas Industrial Energy Supply Co.	764,805	0.003588
Kansas Municipal Gas Agency	1,907,388	0.008949
Lebo Kansas, City of	37,566	0.000176
Liberal Missouri, City of	40,689	0.000191
Mannford Public Works Authority	94,534	0.000444
McLouth Kansas, City of	38,278	0.000180
Missouri Gas Energy	97,060,174	0.455364
Mulberry Kansas, City of	42,056	0.000197
Nebraska Public Gas Agency	614,419	0.002883
Nelagoney Rural Gas	3,013	0.000014
Neodesha Kansas, City of	242,918	0.001140
Oneok Gas Marketing Co.	241,011	0.001131
Orlando Oklahoma, Town of	13,596	0.000064
Oronogo Missouri, City of	9,152	0.000043
Plattsburg Missouri, City of	206,813	0.000970
Public Service Co. of Colorado	24,154	0.000113
Reading Kansas, City of	12,961	0.000061
Reliant Energy Arkla	245,718	0.001153
Severy Gas Co.	22,622	0.000106
Tenaska Marketing Co.	4,669,909	0.021910
The Lawrence Paper Co.	31,209	0.000146
United Cities Gas Co.	11,491,483	0.053915
Utilicorp United, Inc.	6,290,655	0.029514
Viola Kansas, City of	12,604	0.000059
Wakita Utilities Authority	41,626	0.000195
Wann Public Works Authority	11,637	0.000055
Williams Gas Marketing & Trading	3,836,594	0.018000
Total Net Storage Injections	213,139,375	1.000002

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Plan for Distribution of Funds through Charitable or Social Service Agencies

MGE and the Mid America Assistance Coalition ("MAAC") have discussed the method by which to distribute monies subject to the Application for Variance for the benefit of eligible MGE customers in need of assistance. MGE proposes to engage the services of MAAC to administer and oversee the distribution of the funds, at the direction of MGE.

MAAC is a not-for-profit corporation base in Kansas City, Missouri. Its mission is "to strengthen the social service community through information systems, training, and advocacy." The organization serves three distinct constituencies: individuals in need; service agencies; and policy makers.

MGE proposes to use the expertise that MAAC has developed in assisting service agencies. MAAC has developed a standard intake form ("SIF") now used by more than 140 agencies, and has built a state-of-the-art information network that has brought the greater Kansas City metropolitan area the capability of a seamless service delivery system. In so doing, it works with public, civic, and charitable organizations to plan the allocation and prioritization of the community's emergency assistance resources.

MAAC programs are performed by ten full-time staff, led by Executive Director Jan Marcason. MAAC is governed by a 17-member board of directors representative of the entire Kansas City area. MAAC's 2000 operating budget is \$582,000. Particularly useful to the purposes of the Application for Variance are three of MAAC's core programs, the Information and Referral Hotline, MAACLink/Data Collection, and Utility Fund Management.

Through the Information and Referral Hotline MAAC serves as one of the first places that persons in crisis seek help. Last year MAAC referred more than 9,000 individuals to local agencies who could provide emergency food, utility assistance, shelter, transportation, medicine or other basic services. Agencies call MAAC for referral information when they have exhausted their own resources, or when they do not provide the type of assistance a client needs. MGE appreciates that MAAC is a front-line agency, as well as an administrator.

MAACLink is an on-line computer/telecommunications system that connects participating agencies with MAAC's database of social service recipients. Today, 114 local agencies have on-line connections to MAACLink, which permits those agencies' staffs to search and add to a database containing records of more than 124,000 households and 1,121,464 assists. Agencies use MAACLink to determine if other organizations are currently aiding their clients, to reduce service duplication, to respond appropriately for families becoming dependent on emergency assistance, and to improve efficiency by replacing paper record keeping with electronic data entry. This program will permit MAAC to distribute the funds subject to the Application for Variance in a timely, efficient and effective manner, at the direction of MGE.

MAAC currently oversees disbursement of nearly \$450,000 annually in privately donated utility assistance funds. An independent Allocations Committee, chaired by a MAAC board member, identifies needs throughout MAAC's service area and proportionally allocates utility aid funds for distribution through social service agencies. MAACLink offers participating agencies on-line account information and client eligibility verification. These functions streamline the utility assistance process and allow agencies to maintain current resource information. These funds are audited annually by an outside, independent auditor. MAAC thus has available the resources, controls, and accountability required for distribution of the funds subject to the Application for Variance.

If approved by the Commission, the terms of the distribution arrangements shall be:

1. MAAC shall be the clearinghouse agency that administers the distribution of the funds.

2. The contract between MGE and MAAC (a draft of which is attached hereto as Exhibit 1) shall be consistent with the purposes of the Application for Variance approved by the Commission and shall become effective on the effective date of the Commission order approving the Application for Variance.

3. MAAC shall employ its allocation formula in distributing funds to participating agencies as shown in Exhibit 2, attached hereto.

4. The funds will be used to assist eligible MGE customers with payment of natural gas bills.

5. In order to be eligible for assistance from the funds, an agency client must:
- Have an active MGE account, or be seeking to activate an MGE account;
 - Have an income at or below 200% of the federal poverty level;
 - Either 1) be ineligible for LIHEAP and/or ECIP funds or 2) have exhausted eligibility for receipt of further LIHEAP and/or ECIP funds;
 - Not receive assistance from these funds totaling more than \$1,000;
 - Enter into a payment agreement with MGE;
 - Not have diversion of service charges in arrears;
 - Have made a co-payment on an MGE account within 90 days of the date of application for these funds;
 - Have a name and address on the SIF which matches utility records;
 - Establish the amount owed for service by a bill within 30 days of the date on the SIF, or a billing history provided by MGE;
 - Submit the SIF to MAAC for approval within 45 days of completing the form.

6. MAAC will advise each of the participating agencies of the client eligibility criteria for assistance from the funds, and will monitor and supervise participating agencies to insure that all funds are disbursed in accord with the conditions

set forth herein. MAAC will advise participating agencies that the funds may be used in conjunction with other resources to assist clients, but that client needs should first be met with LIHEAP and/or ECIP funds, if available. MAAC will also advise agencies that \$50 is the minimum assistance level, with a maximum level of \$1,000. MAAC will also advise participating agencies that assistance (in the aggregate) between \$600 and \$1,000 shall be approved only after direct consultation with, and authorization by, MAAC.

7. MGE shall provide the monies subject to the Application for Variance which are in its possession to MAAC within five (5) business days of receipt by MGE or within five (5) business days of the effective date of the Commission order approving the Application for Variance, whichever is later, consistent with the purposes of the Application for Variance approved by the Commission. MAAC shall maintain this money in its trust account, and shall account for this money separately from any other such monies it may maintain in its trust account.

8. Within two (2) business days of receipt by MAAC, MAAC will allocate 50% of the funds received, less the MAAC administrative reimbursement fee, to the participating agencies servicing MGE customers using the geographic formula of need approved by MAAC's Independent Allocations Committee. The other 50% will be retained in the trust account and allocated as needed by participating agencies that have depleted their original allocation. This will assure that the money is distributed based on the pre-determined geographic needs formula, while still giving some flexibility to those sites that experience unusually high levels of need during this period of time. After a reasonable period of time in MAAC's discretion and consistent with the purpose of the Application for Variance approved by the Commission, any of the initial allocation that remains unspent may be allocated among the participating agencies until the entire fund balance is distributed.

9. As conditions for receiving payment for eligible customers under this program, MGE agrees:

- To restore and/or continue service to any customer for whom MGE has agreed to accept payment, pursuant to Commission rules and MGE's tariff;
- To waive, during the Cold Weather Rule period, deposits for customers whom MGE agrees to accept payment from the fund; and
- To provide service on the same terms or conditions of sale as it does to its other residential customers.

10. On a bi-monthly basis, MAAC will provide MGE with its reports that state the assistance provided by each participating agency. These reports shall provide the individual client assisted, the amount pledged from the fund, the client's MGE account number, and the client's service address. MAAC will tender MGE a check for the total amount of all participating agency authorized commitments shown on the report.

11. All client/customer information contained in any records or reports shall be considered confidential pursuant to section 386.480 RSMo. The Commission's Staff

and the Office of the Public Counsel shall have access to such records in possession of MGE for purposes of monitoring and enforcing the Order Approving Application for Variance.

12. MAAC shall receive a fee, totaling four percent (4%) of the monies subject to the Application for Variance remitted by MGE to MAAC, to be paid from the fund, for providing its service in disbursement of the funds. The funds available for distribution shall be reduced by this amount. MAAC shall make available to MGE, the Commission's Staff and the Office of the Public Counsel a copy of the report of its outside auditor on all monies received and disbursed.

AGREEMENT between MID-AMERICA ASSISTANCE COALITION and
MISSOURI GAS ENERGY

This Agreement sets forth the obligations, duties and understandings of the Mid America Assistance Coalition (hereinafter "MAAC") and Missouri Gas Energy, a division of Southern Union Company (hereinafter "MGE"), in the funding and administration of the MGE Extra Help program, described more fully herein, in the service area of MGE. MAAC will administer the MGE Extra Help program through cooperating agencies in Missouri.

1. MGE Extra Help is a program of gas energy assistance, supplemental to other traditional existing programs such as LIHEAP and ECIP, made possible by the Missouri Public Service Commission's (hereinafter "Commission") approval of the Application for Variance filed with the Commission in January 2001. This contract shall become effective on the effective date of the Commission's order approving the Application for Variance.

2. Customers eligible to receive assistance from the MGE Extra Help program are households lacking sufficient financial resources for gas energy expenses. Recipients must demonstrate that they have no other obvious resources for gas energy assistance. Eligibility will be determined and verified solely by MAAC or its agent consistent with the criteria set out in Attachment A appended hereto.

3. Assistance rendered by the MGE Extra Help program is funded entirely through monies, in MGE's possession, subject to the Application for Variance to be provided by MGE to MAAC within five (5) business days of receipt by MGE or within five (5) business days of the effective date of the Commission order approving the Application for Variance whichever is later, consistent with the purposes of the Application for Variance approved by the Commission. Such monies are intended only for gas energy purposes of MGE customers. Customers of MGE otherwise meeting program criteria are eligible in the following counties:

Andrew	Christian	Jackson	Pettis
	Clay	Jasper	Platte
Barry	Clinton	Johnson	Ray
Barton	Cooper	Lafayette	Saline
Bates	Dade	Lawrence	Stone
Buchanan	DeKalb	McDonald	Vernon
Carroll	Greene		
Cass	Henry	Moniteau	
Cedar	Howard	Newton	

4. All households eligible for MGE Extra Help program funds should have equal access to grants. MAAC will allocate 50% of the funds received, less the MAAC administrative reimbursement fee, to the participating agencies servicing MGE

customers using the geographic formula of need approved by MAAC's Independent Allocations Committee. The other 50% will be retained in the trust account and allocated as needed by participating agencies that have depleted their original allocation. This will assure that the money is distributed based on the pre-determined geographic needs formula, while still giving some flexibility to those sites that experience unusually high levels of need during this period of time. After a reasonable period of time in MAAC's discretion, any of the initial allocation that remains unspent may be re-allocated among the participating agencies until the entire fund balance is distributed.

5. Oversight responsibilities for the MGE Extra Help program are vested in MAAC; the Mid America Assistance Coalition's Allocations Committee and Board of Directors will establish working policies concerning the allocation of funds, the amount of monetary reserves, limits on receipt of aid and other matters, all of which shall be consistent with the plan description set out in Attachment 1 appended to the Application for Variance filed by MGE with the Commission in January 2001.

6. This Agreement shall become effective on the effective date of the Commission order approving the Application for Variance and shall remain in effect until termination by either party hereto, for any reason whatsoever, by providing sixty (60) days' written notice to the other party. Termination shall be effective only upon approval by the Missouri Public Service Commission. In the event this Agreement is terminated, MAAC will continue its obligation under this Agreement until the remaining funds held in the bank account are promptly refunded to MGE for redistribution consistent with the purpose set out in the Application for Variance approved by the Commission.

7. Any changes to this Agreement must be in writing and approved by the Mid America Assistance Coalition Board of Directors and Missouri Gas Energy and shall not be inconsistent with the purpose of the Application for Variance approved by the Commission.

8. Administrative costs of the program shall be 4% of the monies subject to the Application for Variance remitted by MGE to MAAC and may be drawn by MAAC from the approximately \$1,000,000 in the bank account funded by MGE and the monies subject to the Application for Variance.

9. MAAC will provide a summary of the bank statements and MGE Extra Help program letters of direction, which shows total funds allocated, contributions funded by MGE and number of grants made from the MGE Extra Help program on a monthly basis. MAAC's responsibility for making monthly reports will survive termination of this Agreement and will continue until all remaining funds held in the bank account or contributed during the term of this Agreement have been disbursed to eligible recipients, and accounted for in a final monthly report.

Executed this ____ day of _____, 2001

Mid-America Assistance Coalition, Inc.

By: _____

Executed this ____ day of _____, 2001

Missouri Gas Energy, a division of Southern Union Company

By: _____

Mid America Assistance Coalition		
Proposed Allocation of MGE Application for Variance Funds		
Winter, 2001		
1/18/01 10:51		Proposed
Agency	Location of Agency	Allocation %
Bishop Sullivan Center	6435 Truman Rd	6.6%
Community Assistance Council	10901 Blue Ridge Blvd	3.6%
Community Services League	Independence	5.0%
Della C. Lamb	500 Woodland	3.0%
Don Bosco	531 Garfield	3.0%
Economic Opportunity of St. Joe	St. Joseph, Mo	6.5%
Economic Security Corp of SW	Springfield, Mo	6.5%
East Meyer Community Association	6639 Wabash	3.0%
Good Samaritan Center of Excelsior Springs	Excelsior Springs	2.4%
Grandview Assistance Program	Grandview	1.0%
Green Hills Community Action	Trenton, Mo	1.0%
Guadalupe Center	2641 Belleview Ave	2.4%
Housing Information Center	3810 Paseo	3.0%
Howard County Human Resources	Fayette, Mo	1.0%
Lee's Summit Social Services	Lee's Summit	2.4%
Lutheran Mission of the Good Shepherd	1755 Jefferson St	2.4%
Metropolitan Lutheran Ministry-East	4545 Benton	4.0%
Metropolitan Lutheran Ministry-Northland	KC North	2.8%
Metropolitan Lutheran Ministry-Central	3031 Holmes	6.0%
Missouri Valley Human Resources	Marshall, Mo	4.7%
Ozarks Area CAC	Joplin, Mo	2.0%
Raytown Emergency Assistance Program	Raytown	2.4%
Redemptorist Center	209 W. Linwood	2.4%
Salvation Army-Bellefontaine	3013 E. 9th St	3.0%
Salvation Army-Blue Springs	Blue Springs	0.8%
Salvation Army-Blue Valley	6618 Truman Rd	2.0%
Salvation Army-Grandview	Grandview	1.6%
Salvation Army-Independence	Independence/eastern Ja Co	1.6%
Salvation Army-Northland	KC North	2.0%
Salvation Army-Westport	500 W. 39th St	1.0%
Seton Center	2816 E. 23rd St	4.8%
Southside Activity and Service Center	7309 Troost	1.0%
St. Therese Catholic Church	5814 Euclid	1.8%
West Central Mo. CAA	Appleton City, Mo	3.3%
TOTALS		100.0%
% to KC Metro Area		75.0%
% to Outside Metro Area		25.0%

Exhibit 2 of
Attachment 2