### TRACKING NO. YG-2006-0845 (CASE NO. GR-2006-0422)

## TARIFF SHEETS TO BE SUBSTITUTED

Each of the revised sheets to be substituted bears an issue date of May 2, 2006 and a proposed effective date of June 2, 2006.

#### Sheet

Shoot					
<u>No.</u>	Schedule	Designated	<u>Canceling</u>		
12	Environmental Response Fund	First Revised	Original		
24.3	Purchased Gas Cost Adjustment	Eleventh Revised	Tenth Revised		
25	Residential Gas Service	Sixth Revised	Fifth Revised		
28	Small General Service	Sixth Revised	Fifth Revised		
31	Large General Service	Sixth Revised	Fifth Revised		
39	Unmetered Gaslight Service	Second Revised	First Revised		
42	Large Volume Service	Sixth Revised	Fifth Revised		
61.2	Transportation Provisions	Second Revised	First Revised		
76	Whiteman Air Force Base	Sixth Revised	Fifth Revised		
77	Whiteman Air Force Base	Fifth Revised	Fourth Revised		
83	Intrastate Transportation Service	Second Revised	First Revised		
94	Interim Gas Service for Compression	m			
	of Natural Gas for use as a Fuel in				
	Vehicular Combustion Engines	Sixth Revised	Fifth Revised		
R-6	General Terms and Conditions				
	for Gas Service	Second Revised	First Revised		
R-7	General Terms and Conditions				
	for Gas Service	Second Revised	First Revised		
R-8	General Terms and Conditions				
	for Gas Service	Second Revised	First Revised		
R-9	General Terms and Conditions				
	for Gas Service	Second Revised	First Revised		
R-10	General Terms and Conditions				
	for Gas Service	Second Revised	First Revised		
R-14	General Terms and Conditions				
	for Gas Service	Fifth Revised	Fourth Revised		
R-15	General Terms and Conditions				
	for Gas Service	Second Revised	First Revised		
R-26	General Terms and Conditions				
	for Gas Service	Second Revised	First Revised		
R-31	General Terms and Conditions				
	for Gas Service	Second Revised	First Revised		
R-34	General Terms and Conditions				
	for Gas service	Fourth Revised	Third Revised		

	EXHIBIT	
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# P.S.C. MO. No. <u>1</u> Canceling P.S.C. MO. No. <u>1</u>

Fourth Revised Third Revised

SHEET No. R-34 SHEET No. R-34

Missouri Gas Energy, a Division of Southern Union Company

For: All Missouri Service Areas

# GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.19	COMPANY LIABILITY: Customer shall save Company harmless from all claims for trespass injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be cause by reason of the installation, operation, or replacement of the service line, yard line and other necessary appurtenances to serve customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by willful default or gross negligence on the part of Company or its accredited personnel.								
	Company may refuse or discontinue service if an inspection or test reveals leakage, escape or loss of gas on customer's premises. Company will not be liable for any loss, damage or injury whatsoever caused by such leakage, escape or loss of gas from customer's service line, yard line, ancillary lines, house piping, appliances or other equipment.							y I	
	The Company does not own, nor is it responsible for the repair or maintenance of any piping, vents, or gas utilization equipment on the delivery side of the gas meter, its related appurtenances and piping. All piping, vents or gas utilization equipment furnished by the owner/customer of the premises being served shall be suitable for the purposes hereof and the owner/customer of the premises shall be responsible for the repair and maintenance of such at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company. As with any fixture or appurtenance within premises, piping, vents or gas utilization equipment can fail, malfunction or fall into disrepair at any time and as such the owner/customer of the premises being served shall be aware of this fact, and Company shall owe customer no duty to warn of potential hazards that may exist with such facilities on the delivery side of the gas meter, its related appurtenances and piping.								
	The owner/customer shall be responsible at all times for the safekeeping of all Company property installed on the premises being served, and to that end shall give no one, except the Company's authorized employees, contractors or agents, access to such property. The owner/customer of the premises being served shall be liable for and shall indemnify, hold harmless and defend the Company for the cost of repairs for damage done to Company's property due to negligence or misuse of it by the owner/customer or persons on the premises affected thereby.								
	The Con directly of utilization and all s inspecter failure of equipme proceedi	npany shall i or indirectly n equipment such loss, di d or not by f service or c nt, strike, rio ngs or actio	not be lial connecte on the de amage or the Comp lelay in co t, act of C n or any coding an	ble for loss, d with or a slivery side of injury invol any, or occ ommencing s ood, order of order of an umeration a	damage or injury to per rising out of the deliver of the meter, which shall wing piping, vents or ga asioned by interruption, service due to accident to any court or judge grant by commission or tribund any other act or things do the Company, its employ	sons or property y of gas throug include but not l is utilization equ failure to comme o or breakdown ed in any bonafi al having jurisdio ue to causes be	be limited ipment, f ence deli of plant, de adver ction; or, yond Col	to an whethe very, c lines, c se lega withou mpany	iy er or or al ut
DATE OI	FISSUE	<u>May</u> month	2, day	2006 year	DATE EFFECTIVE	<u>June</u> month	2	<u>20(</u> lay	<u>06</u> year
ISSUED	BY			Michael R.	Noack D	rector, Pricing ar as Energy, Kans	nd Regul	atory A	<u>(ffairs</u> i4111
					Missouri G	as Energy, Nais	Sag Only		