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December 28, 2000

Mr. Dale Hardy Roberts
Secretary and Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street
P.O. Box 360
Jefferson City, MO 65102

FILED

DEC 28 2000

**Missouri Public
Service Commission**

RE: GR-2001-292, Missouri Gas Energy

Dear Mr. Roberts:

Enclosed for filing with the Missouri Public Service Commission ("Commission") are an original and three (3) copies of revised tariff sheets for Missouri Gas Energy ("MGE" or "Company"), a division of Southern Union Company ("Southern Union"). Each of the revised sheets listed below bears an issue date of December 28, 2000 and a proposed effective date of January 27, 2000:

Sheet

<u>No.</u>	<u>Schedule</u>	<u>Designated</u>	<u>Canceling</u>
R-32	General Terms and Conditions for Gas Service	First Revised	Original
R-33	General Terms and Conditions for Gas Service	Second Revised	First Revised
R-33.2	General Terms and Conditions for Gas Service	First Revised	Original
R-33.3	General Terms and Conditions for Gas Service	First Revised	Original
R-34	General Terms and Conditions for Gas Service	Second Revised	First Revised
R-52	General Terms and Conditions for Gas Service	Second Revised	First Revised
R-53	General Terms and Conditions for Gas Service	Second Revised	First Revised

200100697

R-87 General Terms and Conditions
for Gas Service

Second Revised

First Revised

R-88 General Terms and Conditions
for Gas Service

First Revised

Original

MGE had intended that the enclosed revised tariff sheets be included in the filing made herein initiating Case No. GR-2001-292. Somehow the enclosed tariff sheets were not included in that filing package. MGE has submitted under separate cover simultaneously herewith an explanatory pleading entitled Missouri Gas Energy's Re-submission of certain tariff sheets and motion to suspend.

Please bring this filing to the attention of the Commission and the appropriate Commission personnel. In addition, please forward copies of any Commission orders, notices, correspondence, or other material regarding this filing to:

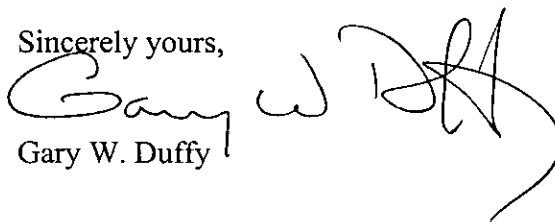
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Thank you for your attention to this matter.

Sincerely yours,


Gary W. Duffy

CC: Thomas R. Schwarz, Jr.
Douglas E. Micheel
Stuart W. Conrad

Larry W. Dority/James M. Fischer
Rob Hack

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.14 SERVICE LINE AND YARD LINE INSTALLATION AND MAINTENANCE:

Company shall furnish, at its own expense, that portion of the service line which lies in the public street or right of way, and which extends from the gas main to the customer's property line.

Any additional service line and/or yard line required shall also be installed by Company or Company-authorized personnel and shall be owned, operated and maintained by Company. Company's investment in any additional service/yard line shall be limited to the lesser of \$450 or the cost incurred to install up to 60 feet of such line. Any additional costs incurred by the Company to install the line, including the costs of labor, overheads and material used, shall be billed to the customer receiving service. For purposes of these rules, overheads shall include administrative and general salaries, payroll taxes and insurance, pensions and other employee benefits, and stores issuance expenses. Labor related overheads are transferred to construction based on the percentage relationship that construction payroll bears to total payroll while stores overheads are transferred to construction based on the percentage relationship that stores bears to the total cost of material. A copy of Company's estimate showing the excess costs of labor, overheads and material required to perform the work hereunder shall be furnished to customer upon request prior to construction.

In situations where the customer billing for the service/yard line construction is estimated to be \$500 or less, Company will present customer a bill for such excess costs, which shall be due and payable upon receipt. Upon payment, Company shall install, or cause to be installed, the required lines. In lieu of an immediate up-front payment in full, customer will be permitted to make an initial payment of \$100 and to pay the remaining balance, if any, in equal monthly installments over a period not to exceed 12 months.

DATE OF ISSUE December 28, 2000
month day year

DATE EFFECTIVE January 27, 2001
month day year

ISSUED BY Robert J. Hack

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

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

For: All Missouri Service Areas
Community, Town or City

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

In situations where the excess costs exceed \$500, Company may, after giving due consideration to the total excess costs and customer's ability to make the required payment, enter into a special payment agreement with customer to permit payment over a period of up to 36 months.

Customer's failure to pay the excess costs in accordance with the pay agreement shall be sufficient cause to discontinue service to customer upon due notice and in accordance with these General Terms and Conditions.

When an economic analysis is made for those customers using in excess of 6,000 Ccf annually, as provided for in Section 9.03 herein, any resulting investment which can be justified over and above that needed for the main extension can be applied to partially or wholly offset the above-mentioned costs.

- 3.15 REPLACEMENT OF CUSTOMER-OWNED SERVICE LINES AND YARD LINES:
All replacements of customer-owned service/yard lines shall be performed by Company or Company-authorized personnel and shall thereafter be owned, operated and maintained by Company. Replacement of customer-owned service/yard lines will occur in accordance with Company's schedule and the requirements of regulatory authorities having jurisdiction herein.

Company shall replace, at its own expense, that portion of the service line which lies in the public street or right of way, and which extends from the gas main to the customer's property line.

Any additional service line and/or yard line required shall also be replaced by Company or Company-authorized personnel and shall be owned, operated and maintained by Company. Company's investment to replace a customer-owned service/yard line shall be limited to the lesser of \$450

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

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

Customer's failure to pay the excess costs in accordance with the pay agreement shall be sufficient cause to discontinue service to customer upon due notice and in accordance with these General Terms and Conditions.

- 3.16 MAINTENANCE OF CUSTOMER-OWNED SERVICE LINES AND YARD LINES: Company or Company-authorized personnel shall perform, at Company's expense, all maintenance of customer-owned service lines and yard lines, when the need for such becomes apparent to Company. If a customer-owned service/yard line is in need of repair, or, if it has been declared to be a potential safety hazard by Company, Company may, at its option, replace the line instead of repairing it. If it is necessary to replace the service/yard line, Customer shall be deemed to have granted Company an easement for such line unless customer requests termination of service. This replacement shall be done in accordance with Section 3.15, herein.

Company shall not assume any ownership responsibility based only upon maintenance activities being performed.

- 3.17 PROPERTY OF THE COMPANY: All facilities furnished and installed by Company on the premises of customer for the supplying of gas service to customer shall be and remain the exclusive property of Company. All Company-owned facilities on the premises of customer shall be operated and maintained by and at the expense of Company, may be replaced by Company at any time, and may be removed by Company upon termination of customer's service agreement or upon discontinuance by Company of gas service to customer for any reason.

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Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- 3.18 **EXCESS FLOW VALVES:** In accordance with the United States Department of Transportation Regulation 49 CFR Part 192.383, the Company shall provide notice of the benefits and availability of Excess Flow Valves (EFV).

Notice shall be provided in writing to home construction companies, new home builders, and residences where the service line is scheduled to be replaced. The written information shall include a questionnaire so the customer can determine whether to install an EFV. The customer may return the notice or call to accept or decline the installation of the EFV. Installation of the EFV is not required.

Installation of an EFV shall be made by the Company only in the case of a new service line or a scheduled replacement service line, upon the customer's request and upon payment by the customer of the installation costs. Installation of an EFV shall only be available where service is provided to a residential single family dwelling served from a delivery system with a pressure greater than ten (10) pounds per square inch and where the service line is connected directly to the gas distribution main.

Installation costs of an EFV shall be \$65.00 which includes: labor, materials, overhead, EFV, meter tag, purchase order cost, stores overhead, and income tax recovery. EFV installation costs shall be re-evaluated periodically by the Company.

Maintenance costs associated with the repair, removal or replacement of an EFV at a premise shall be \$900.00 which includes the cost of excavation and construction necessary. Maintenance costs shall be paid by the customer who requested installation of the EFV at that premise, if that customer still takes service at that premise. Installation of an EFV where the service line is not a new or scheduled replacement service line shall be available only upon the customer's request and payment of the above-stated maintenance costs. EFV maintenance costs shall be re-evaluated periodically by the Company.

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

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

Second Revised
First 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 caused 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 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.

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Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

7.07 PAYMENT OF BILLS: All bills for service are due and payable upon receipt and become delinquent on the date specified thereon. For residential customers, such date shall be 21 days from the date of rendition. For non-residential customers, such date shall be as specified in the Company's applicable rate schedules.

If the last calendar day for payment falls on a Sunday, legal holiday, or any other day when the offices of the Company regularly used for the payment of customer bills are not open to the general public, the final payment date shall be extended through the next business day. The date of payment for remittance by mail is the date on which the Company receives remittance.

7.08 DEFAULT: Failure of the customer to pay any amount due the Company under the customer's service agreement in the full amount due before the twenty-second (22nd) day after rendition shall constitute a default by the customer in his service agreement. The customer's obligation to pay the amount due to the Company under the customer's service agreement shall be separate from other claims by the customer against the Company. Failure of the Company to pay such claims or to give the customer credit therefore, shall not justify failure by the customer to pay the amount due the Company under the customer's service agreement nor prevent default by the customer.

7.09 EXTENSION AGREEMENT: The company may enter into an extension agreement upon the request of a customer who claims an inability to pay the bill in full.

7.10 RETURNED PAYMENT CHARGE: The Company shall assess a returned payment charge as set forth in Section 14, herein, whenever any check or electronic payment submitted to the Company by or on behalf of a customer has been returned unpaid by the financial institution through which such payment was to have been made.

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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

8. CLAIMS AND COMPLAINTS SETTLEMENTS - RESIDENTIAL ONLY

8.01 COMPLAINTS AND DISPUTED CLAIMS: When a customer advises the Company prior to the date of the proposed discontinuance of service that all or any part of any billing as rendered is in dispute, the Company shall:

- (A) Immediately record the date, time and place the complaint is made.
- (B) Investigate the dispute promptly and completely.
- (C) Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.

A customer may advise the Company that a claim is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate personnel of the Company. A dispute must be registered with the utility at least twenty-four (24) hours prior to the date of proposed discontinuance for a customer to avoid discontinuance of service as provided by these General Terms and Conditions for Gas Service.

The Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personal meetings, on-site visits or any other technique reasonably conducive to settlement of the dispute.

The failure of a customer who has lodged a dispute to cooperate in the investigation of that dispute, to respond to the Company's offer to negotiate, or to participate with the company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service and the Company may, not less than five days after provision of the notice required by Rule 8.06, proceed to discontinue service unless the customer files an informal complaint with the Commission within the five-day period.

DATE OF ISSUE December 28, 2000 DATE EFFECTIVE January 27, 2001
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ISSUED BY Robert J. Hack Vice President, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

14. OTHER CHARGES

14.0 SCHEDULE OF OTHER CHARGES:

<u>Description of Charge</u>	<u>Section Ref.</u>	<u>Amount</u>
Collection or disconnection	3.11	\$ 8.00
Connection charge	3.03	\$40.00
Transfer charge	3.03	\$ 6.00
Reconnection charge:		
Failure to furnish deposit	2.05	\$40.00
At customer's request	3.12	\$40.00
Reselling or redistributing gas	4.09	\$40.00
Fraudulent or unauthorized use of gas	4.10	\$40.00
Meter removal and reinstallation at Customer's request	5.02	\$40.00
Failure to provide access for meter reading	5.05	\$40.00
Tampering with Company property	4.05 & 4.08	\$40.00
Cut off at curb (unpaved) Disconnection & reconnection	4.10	\$61.00
Cut off at main (paved) Disconnection & reconnection	4.10	\$111.00

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

First Revised
Original

SHEET No. R-88
SHEET No. R-88

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

<u>Description of Charge</u>	<u>Section Ref.</u>	<u>Amount</u>
To mobile home court after disconnection for reselling of gas by court owner	10.03 (A)	Greater of 5.00/unit or \$25.00
Request for meter reading during normal working hours:		
A.M. - P.M. reading Monday through Friday	5.05	\$5.00
Specific hourly appointment or weekdays between 5:00 and 9:00 P.M.	5.05	\$10.00
Request for meter reading on Saturday between 8:00 A.M. & 5:00 P.M.	5.05	\$10.00
Returned Payment Charge	7.10	\$15.00

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