



MISSOURI GAS ENERGY

3420 Broadway • Kansas City, MO • 64111-2404 • (816) 360-5755

ROBERT J. HACK

Vice President, Pricing & Regulatory Affairs

July 13, 2001

FILED²
JUL 16 2001
Missouri Public
Service Commission

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

VIA NEXT-DAY MAIL

RE: Case No. GR-2001-292, Missouri Gas Energy

Dear Mr. Roberts:

Enclosed for filing with the Missouri Public Service Commission ("Commission") are an original and five (5) copies of certain revised tariff sheets for Missouri Gas Energy ("MGE" or "Company"), a division of Southern Union Company ("Southern Union"). These sheets are being filed to comply with the Commission's July 5, 2001, Order in Case No. GR-2001-292 and are designed to produce an increase in annual revenues of \$9,892,228, exclusive of funding for the experimental low-income rate and gross receipts taxes, franchise fees or other similar fees or taxes.

Each of the revised sheets listed below bears an issue date of July 16, 2001, and a proposed effective date of August 15, 2001. MGE requests expedited treatment of these tariff sheets, the good cause shown being that they have been filed in compliance with the Commission's Order directing that these tariff sheets be effective for service rendered on or after August 6, 2001. Also enclosed for filing herein is a motion (original and 8 conformed copies) for expedited consideration and approval of tariff sheets on less than 30 days notice to that effect. MGE expects that these tariff sheets will take effect on August 6, 2001, the date authorized in the Commission's Report and Order.

Sheet

No. Schedule

Designated

Canceling

24.7 Blank
24.9 Fixed Commodity Price PGA
24.12 Fixed Commodity Price PGA
24.27 Fixed Commodity Price PGA

Seventeenth Revised	Sixteenth Revised
Third Revised	Second Revised
Fourth Revised	Third Revised
First Revised	Original

200200040

Sheet

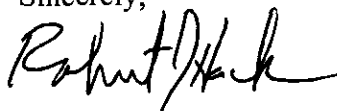
<u>No.</u>	<u>Schedule</u>	<u>Designated</u>	<u>Canceling</u>
24.28	Blank	First Revised	Original
24.29	Experimental Price Stabilization Fund	First Revised	Original
25	Residential Gas Service	Fifth Revised	Fourth Revised
26	Residential Gas Service	Second Revised	First Revised
28	Small General Gas Service	Fifth Revised	Fourth Revised
31	Large General Gas Service	Fifth Revised	Fourth Revised
40	Large Volume Service	Second Revised	First Revised
42	Large Volume Service	Fifth Revised	Fourth Revised
76	Whiteman Air Force Base	Fifth Revised	Fourth Revised
77	Whiteman Air Force Base	Fourth Revised	Third Revised
94	Interim Gas Service for Compression of Natural Gas for use as a Fuel in Vehicular Combustion Engines	Fifth Revised	Fourth Revised
96	Promotional Practices	Third Revised	Second Revised
97	Promotional Practices	Second Revised	First Revised
98	Promotional Practices	Second Revised	First Revised
99	Promotional Practices	Second Revised	First Revised
100	Promotional Practices	Third Revised	Second Revised
101	Promotional Practices	Second Revised	First Revised
102	Promotional Practices	First Revised	Original
R-2	General Terms and Conditions for Gas Service	Third Revised	Second Revised
R-4	General Terms and Conditions for Gas Service	Third Revised	Second Revised
R-14	General Terms and Conditions for Gas Service	Third Revised	Second Revised
R-20	General Terms and Conditions for Gas Service	First Revised	Original
R-21	General Terms and Conditions for Gas Service	Second Revised	First Revised
R-22	General Terms and Conditions for Gas Service	Second Revised	First Revised
R-23	General Terms and Conditions for Gas Service	Second Revised	First Revised
R-24	General Terms and Conditions for Gas Service	Second Revised	First Revised
R-27	General Terms and Conditions for Gas Service	First Revised	Original
R-28	General Terms and Conditions for Gas Service	First Revised	Original

Sheet

<u>No.</u>	<u>Schedule</u>	<u>Designated</u>	<u>Canceling</u>
R-29	General Terms and Conditions for Gas Service	First Revised	Original
R-30	General Terms and Conditions for Gas Service	First Revised	Original
R-31	General Terms and Conditions for Gas Service	First Revised	Original
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
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

Please bring this tariff sheet filing, as well as the enclosed motion, to the attention of the Commission and the appropriate Commission personnel. Thank you for your attention to this matter.

Sincerely,



CC: Service List

Enclosure

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

Seventeenth Revised
Sixteenth Revised

SHEET No. 24.7
SHEET No. 24.7

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

For: All Missouri Service Areas
Community, Town or City

Please refer to Sheet No. 24.32

DATE OF ISSUE: July 16, 2001
month day year

DATE EFFECTIVE: August 15, 2001
month day year

ISSUED BY: Robert J. Hack

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

as

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

For: All Missouri Service Areas
Community, Town or City

FIXED COMMODITY PRICE PGA
FCP

broker, producer, marketer, transporter or pipeline which facilitates natural gas deliveries to the city gate. For the purpose of the computations herein, the computational volumes to be used in determining the PGA rate and total FCP rate shall be those set forth in Section IX of this Schedule.

A. Contents of the Total FCP Rate

1. The PGA rate (as shown on Sheet No. 24.32) shall be the sum of the following:

Current Cost of Gas (CCG) – A per Ccf factor to reflect the current estimate of the annualized cost of various natural gas services purchased by the Company, including but not limited to firm and interruptible gas supply, performance or surety bonds or letters of credit as provided in gas supply contracts, gathering, processing and treating services, firm and interruptible transportation service, storage services and any service which bundles or aggregates these various services. Such factor shall also reflect the Price Stabilization Charge as defined in Section XI of this Purchased Gas Adjustment Clause and the Unscheduled Filing Adjustment (UFA) as defined in this Section. To this shall be added the Actual Cost Adjustment (ACA), Refund, Take-or-pay (TOP), and Transition Cost (TC) as described in 1.A.2 of this FCP clause.

2. The Total FCP rate (as shown on Sheet No. 24.32) shall be the sum of the following items:

Fixed Commodity Price Component (FCPC) - A per Ccf factor to reflect the annualized purchase of natural gas by the Company as described in Section III of this FCP.

Transportation and Storage Component (TSC) – A per Ccf factor to reflect the current estimate of the annualized cost of various pipeline services purchased by the Company, including but not limited to gathering, processing and treating services, firm and interruptible transportation services, storage services and services which bundle or aggregate these various transportation and storage services (but not including agency costs or consulting fees). The TSC shall also include the Price Stabilization Charge as defined in Section XI of this FCP clause. Certain pipeline service savings achieved may be eligible for sharing between customers and the Company in compliance with the Stipulation and Agreement approved by the Commission in its order in Case No. GO-2000-705.

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Missouri Gas Energy, Kansas City, Missouri 64111

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FIXED COMMODITY PRICE PGA
FCP

(b) The fixed commodity price component of the PGA shall be seasonalized between the summer months (April through October) and the winter months (November through March) only for the Large General Service and the Large Volume customer classes.

(c) For all other classes, the fixed commodity price component of the PGA shall remain the same year-round.

II. CALCULATION OF CCG

For the purpose of the computations herein, "commodity-related" shall mean gas costs relating to gas supply commodity charges, variable transportation charges, and other FERC-authorized variable charges excluding any amounts for FERC authorized Take-or-Pay (TOP) or Transition Cost (TC) charges. It shall also include the Price Stabilization Charge defined in Section XI of this FCP clause.

"Demand related" shall mean fixed (non-volumetric) costs relating to gas supply demand charges, performance or surety bonds or letters of credit as provided in gas supply contracts, fixed transportation charges, fixed storage charges and other FERC-authorized fixed charges excluding any amounts for FERC authorized Take-or-Pay (TOP) or Transition Cost (TC) charges.

The CCG will be the sum of Commodity-Related charges and Demand-Related charges and will be determined in accordance with the following:

A. Commodity-Related Charges

The Commodity-Related Charge cost component per Ccf shall be determined by the Company using any method it deems reasonable provided that:

(1) for any scheduled PGA filing such estimate shall not exceed a per Ccf cost equal to the higher of:

(a) the Company's actual commodity-related gas cost per Ccf for currently purchased gas supplies and services in the month in which the PGA filing is made; or

(b) the average of

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Missouri Gas Energy, Kansas City, Missouri 64111

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

For: All Missouri Service Areas
Community, Town or City

FIXED COMMODITY PRICE PGA
FCP

IOS	Deliverability	3,577	DKT
	Capacity	357,700	DKT
	Injection	178,850	DKT
	Withdrawal	178,850	DKT
	Total Commodity	3,938,040	DKT
	Non-Commodity Transport Fuel	86,308	DKT
	Total Commodity-Field	4,024,348	DKT

Volumes supplied over Riverside Pipeline

FT	Reservation	46,332	DKT
	Total Commodity-City Gate	3,600,000	DKT
	Non-Commodity Transport Fuel	133,685	DKT
	Total Commodity-Field	3,733,685	DKT

Volumes supplied over KN Interstate

FT - Prd/Mkt	Reservation	100,000	DKT
FT - Mkt	Reservation	35,000	DKT
	Total Commodity City Gate	7,201,678	DKT
	Non-Commodity Transport Fuel	245,766	DKT
	Total Commodity-Field	7,447,444	DKT

Sales Volumes (V): 670,113,300 Ccf

X. CAPACITY RELEASE INCENTIVE MECHANISM

This Section X was repealed by the Commission's Order in Case No. GR-2001-292.

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Missouri Gas Energy, Kansas City, Missouri 64111

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

First Revised
Original

SHEET No. 24.28
SHEET No. 24.28

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

For: All Missouri Service Areas
Community, Town or City

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DATE OF ISSUE: July 16, 2001
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Missouri Gas Energy, Kansas City, Missouri 64111

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

For: All Missouri Service Areas
Community, Town or City

EXPERIMENTAL PRICE STABILIZATION FUND

XI. EXPERIMENTAL PRICE STABILIZATION FUND

For purposes of reducing the impact of natural gas price volatility on the Company's customers during the 1997/1998, 1998/1999, 1999/2000 and 2000-2001 heating seasons, the Company shall maintain an Experimental Price Stabilization Fund for purposes of procuring certain natural gas financial instruments in accordance with parameters which have been designated "Highly Confidential" and are only available to the Missouri Public Service Commission or pursuant to the terms of a protective order issued by the Commission.

The Company shall recover all costs and expenses associated with such procurement through the inclusion of a Price Stabilization Factor as a component of the Current Cost of Gas (CCG) shown on the Summary Statement Sheet No. 24.32 or as a component of the TSC shown on the Summary Statement Sheet 24.32 applicable to all customer classes except Large Volume Transportation Service.

Beginning August 1, 1997, all costs and expenses directly attributable to the procurement of such instruments shall be charged to the fund. All revenues collected through the Price Stabilization Charge and any financial gains derived therefrom shall be credited to the fund. At the end of each month carrying costs shall be applied to any balance in the fund at a simple rate of interest equal to the prime bank lending rate (as published in The Wall Street Journal on the first day of such month) minus one (1) percentage point.

Unless otherwise requested by the Company and approved by the Commission, the Experimental Price Stabilization Charge shall be terminated upon the effective date of the Winter PGA filing on or about November 1, 2001. Any debit or credit balance in the Experimental Price Stabilization Fund, including interest, shall be charged or returned to the Company's customers, excluding those taking Large Volume Transportation Service, through the ACA factor established in the next Winter FCP filing.

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

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

RESIDENTIAL GAS SERVICE

RS

AVAILABLE

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

APPLICABLE

To natural gas service supplied at one point of delivery to residential customers for domestic use by the customer or by members of customer's household for nonbusiness, noncommercial or nonindustrial purposes. Such domestic use shall include space heating, water heating, cooking, air conditioning, and other household uses.

Service hereunder is not available to locations served through a master meter or to a location other than the customer's domicile.

NET MONTHLY BILL

Rate

Customer Charge:

\$ 10.05 per month

Experimental Low Income Rate (ELIR) Charge:

\$ 0.08 per month

The ELIR shall remain in effect for 24 consecutive months beginning with the effective date of this tariff sheet.

Commodity Charge:

\$ 0.11423 per Ccf for all gas delivered.

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Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

RESIDENTIAL GAS SERVICE

RS

Minimum

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

Adjustments and Surcharges

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

1. Purchased Gas Cost Adjustment (PGA).
2. Tax Adjustment (TA).

Delayed Payment Charge

1.5% will be added to all bills not paid within 21 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS

Service provided hereunder is subject to the Company's General Terms and Conditions as approved by the Missouri Public Service Commission.

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DATE EFFECTIVE August 15, 2001
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Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

SMALL GENERAL GAS SERVICE
SGS

NET MONTHLY BILL

Rate

Customer Charge:

\$13.55 per month

Commodity Charge:

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

\$0.13464 per Ccf for the first 600 Ccf sold, plus
\$0.12441 per Ccf for all additional gas sold.

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

\$0.08637 per Ccf for the first 600 Ccf sold, plus
\$0.07617 per Ccf for all additional gas sold.

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

Minimum

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

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Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

LARGE GENERAL GAS SERVICE
LGS

NET MONTHLY BILL

Rate

Customer Charge:

\$83.25 per month

Commodity Charge:

\$0.11218 per Ccf for all gas delivered during the billing months of November through March.

\$0.06431 per Ccf for all gas delivered during the billing months of April through October.

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

Minimum

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

Adjustments and Surcharges

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

1. Purchased Gas Cost Adjustment (PGA).
2. Tax Adjustment (TA).

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Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

LARGE VOLUME SERVICE

LV

AVAILABLE

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

APPLICABLE

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

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

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

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

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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

LARGE VOLUME SERVICE

LV

NET MONTHLY BILL

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

Rate

Customer Charge: \$409.30 per month

Sales or Transportation Charge:

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

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

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

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

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

Maximum Transportation Charge: The transportation charge as stated above.

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

Customer charge plus \$0.0005 per Ccf.

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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

WHITEMAN AIR FORCE BASE

APPLICABLE

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

NET MONTHLY BILL

Rate

Customer Charge:

\$409.30 per month

Transportation Charge:

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

\$0.04468 per Ccf for the first 30,000 Ccf transported, plus

\$0.03507 per Ccf for all additional gas transported.

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

\$0.02826 per Ccf for the first 30,000 Ccf transported, plus

\$0.01865 per Ccf for all additional gas transported.

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

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

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Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

WHITEMAN AIR FORCE BASE

\$0.01194 per Ccf for all gas transported necessary to satisfy customer's annual sales and transportation requirement of more than 3,000,000 Ccf but less than 5,000,000 Ccf, plus

\$0.03090 per Ccf for all additional gas transported.

Minimum

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

Adjustments and Surcharges

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

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

Demand Charges

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

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Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

INTERIM GAS SERVICE FOR COMPRESSION OF NATURAL GAS
FOR USE AS A FUEL IN VEHICULAR COMBUSTION ENGINES
CNG

NET MONTHLY BILL

Rate

Customer Charge:
\$13.55 per month

Sales or Transportation Charge

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

\$0.13464 per Ccf for the first 600 Ccf sold or transported, plus
\$0.12441 per Ccf for all additional gas sold or transported.

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

\$0.08637 per Ccf for the first 600 Ccf sold or transported, plus
\$0.07617 per Ccf for all additional gas sold or transported.

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

The Company may from time to time, upon approval of the Commission, reduce the above transportation charges by any amount. Such reductions will only be permitted if they are necessary to retain or expand services to an existing customer, to re-establish service to a previous customer or to serve new customers.

Minimum

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

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Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

WEATHERIZATION PROGRAM

Description and Availability: In accord with this tariff, and pursuant to the terms and conditions of stipulations and agreements filed and approved in Case Nos. GR-96-285 and GR-2001-292, the Company will provide \$340,000 annually (the program funds) for a residential weatherization program, including energy education, primarily for lower income customers. The program will allocate \$250,000 of the annual funds to City of Kansas City, Missouri, including the counties of Clay, Platte, and Jackson. The Kansas City program will be administered by the City pursuant to written contract, currently in effect between Kansas City and MGE. The remainder of the program funds totaling \$90,000 will be administered throughout the rest of the MGE service territory by Social Agencies approved by MGE.

Purpose: This program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by the Company.

Terms and Conditions:

1. The program will offer grants for weatherization services to eligible customers. The program will be primarily directed to lower income customers with high usage and/or bad debts.
2. The total amount of grants offered to a customer will be determined by the cost-effective improvements that can be made to a customer's residence, which shall not exceed \$3,000, and is expected to average \$1,750.
3. Program funds cannot be used for administrative costs except those incurred by the City of Kansas City and other Social Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed \$300 for each participating household.
4. The City of Kansas City, the Social Agencies and the Company agree to consult with Staff and Public Counsel (and any other party agreeable to Company, Staff, Public Counsel and the City) during the term of the program.

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Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

PROMOTIONAL PRACTICES

PP

5. This program will continue until the effective date of an order of the Commission in the Company's next general rate case, unless otherwise ordered by the Commission. With the primary assistance of the City of Kansas City and the other participating Social Agencies, the Company shall submit a report on the program to the Staff, and Public Counsel on or before April 15, 2002 and on the same date for each succeeding year in which the program continues. Each report will address the progress of the program, and provide an accounting of the funds received and spent on the program during the preceding calendar year. The report will include the following information with breakdowns for the city of Kansas City and each of the other participating social agencies:

- a. Program funds provided by MGE.
- b. Amount of program funds, if any, rolled over from previous year.
- c. Amount of administrative funds retained by the social agency.
- d. Number of weatherization jobs completed and total cost (excluding administrative funds) of jobs completed.
- e. Number of weatherization jobs "in progress" at the end of the calendar year.

The report shall be subject to audit by the Commission Staff and Public Counsel. To the extent that \$340,000 exceeds the total cost expended on the program, the amount of the excess shall be "rolled over" to be utilized for the weatherization program in the succeeding year, excepting that if there is an excess at the time the program terminates, the amount of excess shall be transmitted to MGE. MGE thereafter shall credit the amount of the excess to its refund account under the experimental gas cost incentive mechanism and flow that excess back to ratepayers under that mechanism.

6. MGE, City, and Social Agency Agreement: Staff, Public Counsel, the City, the Social Agencies and MGE agree that any controversy, complaint, claim or dispute arising out of or relating to the agreement between the City, Social Agencies and MGE shall be settled by compulsory arbitration before the Commission. Staff, Public Counsel, the City Social Agencies or MGE may file a request for such arbitration in accord with Commission rules or an agreed upon procedure. If no procedure is provided in the rules or agreed to within 30 days of the request, then the same shall be governed by the rules of the American Arbitration Association. Pending the outcome of the arbitration, and unless otherwise ordered by the Commission, MGE may withhold from the City or Social Agency so much of the program fund installments(s) owed under the agreement that are relevant to the dispute, or otherwise so much of the program funds that will protect MGE's interests

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For: All Missouri Service Areas

PROMOTIONAL PRACTICES

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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

<u>Sheet</u>	<u>Section</u>	
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R-10	1.38	Utilicare
R-10	1.39	Yard Line

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R-11	2.02	Provisions
R-11	2.03	Term
R-12	2.04	Modifications
R-12	2.05	Credit Regulations
R-17.1	2.06	Left Blank Intentionally
R-18	2.07	Customer Insolvency
R-18	2.08	Succession and Assignment
R-18	2.09	Authority
R-18	2.10	Waiver

3. SUPPLYING GAS SERVICE

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R-19	3.02	Prior Indebtedness Of Customer
R-20	3.03	Connection of Service
R-20	3.04	Access To Customer Premises
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R-21	3.06	Suspension Of Service
R-21	3.07	Discontinuance Of Service
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R-33	3.15	Replacement Of Customer Owned Service Lines And Yard Lines
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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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R-57	8.07	Other Remedies
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9. MAIN EXTENSION POLICY CONVENTIONAL

<u>Sheet</u>	<u>Section</u>	
R-58	9.01	General
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R-58a	9.03	Extensions Requiring Customer Deposits
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10. MOBILE HOME SERVICE

R-61	10.01	Availability
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SHEET No. R-14
SHEET No. R-14

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

(D) Discrimination: No deposit shall be required by Company because of a customer's race, sex, creed, national, origin, marital status, age, number of dependents, source of income, or geographical area of residence.

(E) Deposit - Terms and Conditions: A security deposit required pursuant to these General Terms and Conditions for Gas Service is subject to the following terms and conditions:

(1) Deposit - Amount: A deposit shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12)-month period at the service location or, in the case of a new customer, who is assessed a deposit under subsection (A) (3) of this rule, one sixth (1/6) of the estimated annual bill. For all commercial and industrial customers, the amount of the deposit, surety bond or irrevocable letter of credit shall not exceed an estimated bill covering one billing period plus 30 days.

(2) Interest on Deposit: Interest at 9.50% per annum (the rate of the prime bank lending rate as listed in the Wall Street Journal on May 22, 1998, plus one percentage point, to be adjusted only in the context of future general rate proceedings) compounded annually shall be payable on all deposits, except as provided in 4 CSR 240.10.040(4). For commercial and industrial customers (as provided in 4 CSR 240.10.040(4)) interest at 3% per annum shall be payable on cash deposits, provided the company keeps the cash deposit in a separate and distinct trust fund and deposited as such in some bank or trust company and not used by the company in the conduct of its business. Interest shall be either credited to the service account of customer on an annual basis during one complete billing cycle or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any cash deposit after the Company has made a reasonable effort to return the deposit. The Company shall keep in its records evidence of its efforts to return the deposit to the customer.

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Missouri Gas Energy,
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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

In order to expedite service to a customer moving from one location to another, Company may provide service at the new location before all bills and charges are paid for service at the prior location. Company reserves the right to transfer any unpaid amount from prior service(s) to a current service account. Such transferred bills are then subject to the provisions of Sections 7.07 and 7.08 herein.

- 3.03 CONNECTION OF SERVICE: The Company shall charge a transfer fee as set forth in Section 14 herein to service applicants when natural gas service is not being initiated or reinstated but is continuing from a prior customer. The Company shall charge a connection fee as set forth in Section 14 herein to service applicants when natural gas service is being initiated for the first time or had been previously terminated at the location. At the customer's option, the connection fee may be spread out over a period not to exceed four months. Separate fees for reconnection of service after discontinuance by the Company are provided for in Section 3.12 herein.
- 3.04 ACCESS TO CUSTOMER PREMISES: Customer shall give duly authorized agents and employees of Company, when properly identified, full and free access to the premises of customer at all reasonable hours for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of Company's facilities on the premises of customer, reading meters, or for any other purpose incidental to the gas service supplied by Company. Access for the purpose of reading meters inside buildings is more specifically covered in Section 5.05 herein.
- 3.05 CONTINUITY OF SERVICE: Company will use reasonable diligence to furnish continuous gas service to customer, but does not guarantee the supplying of gas service against irregularities or interruptions. Company shall not be considered in default of its service agreement with customer and shall not otherwise be liable for any damage occasioned by irregularities or interruptions of service due to breakdowns or damage to equipment, extraordinary repairs, an act of God or public enemy, accidents, strikes or their equivalent, legal process, state or municipal interference, civil disturbances, depletion of gas supply, or any other cause beyond Company's control.

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a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- 3.06 **SUSPENSION OF SERVICE:** Company shall have the right to suspend gas service to customer for temporary periods as may be necessary for the inspection, maintenance, alteration, change, health, safety, state of emergency, replacement or repair of gas facilities, or for the preservation or restoration of system operations. In all cases of interruption or suspension of service, Company will make reasonable efforts to restore service without unnecessary delay. No such interruption or suspension of service will relieve customer from charges provided for in customer's service agreement. Company shall not be liable for damages occasioned by suspension of service for said causes.
- 3.07 **DISCONTINUANCE OF SERVICE:** Company shall have the right to discontinue gas service to a customer and remove its facilities, or any portion thereof, from customer's premises upon default by customer of any provision of the service agreement. In addition to any other legal remedies, Company reserves the right to refuse to reconnect gas service to any customer until such default shall have been remedied by customer. Any one or more of the following may be considered as a default:
- (A) Non-payment of an undisputed delinquent charge.
 - (B) Failure to post a security deposit or guarantee acceptable to Company.
 - (C) Unauthorized interference, diversion or use of the gas service situated or delivered on or about customer's premises.
 - (D) Failure to comply with the terms and conditions of a settlement agreement.
 - (E) Refusal after reasonable notice to permit inspection maintenance, replacement or meter reading of utility equipment. If the utility has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.

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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

- (F) Misrepresentation of identity for the purpose of obtaining gas service.
- (G) Violation of any other General Terms and Conditions for Gas Service of Company on file with and approved by the Commission which adversely affects the safety of customer or other persons, or the integrity of Company's delivery system.
- (H) Failure to pay cost of additional service line, or replacement of a customer-owned service line or lines as provided for in Sections 3.14 and 3.15 herein.
- (I) As provided by state or federal law.

None of the following shall constitute sufficient cause for Company to discontinue service:

- (A) The failure of customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the gas provided by Company.
- (B) The failure of customer to pay for concurrent service received at a separate metering point, residence or location. In the event of discontinuance or termination of service at a separate residential metering point, residence or location in accordance with these General Terms and Conditions for Gas Service, Company may transfer any unpaid balance to any other residential service account of customer and may discontinue service twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule.

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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (C) The failure of customer to pay for a different class of service received at the same or different location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this Section.
- (D) The failure to pay the bill of another customer unless the customer whose service is sought to be discontinued received substantial benefit and use of the service.
- (E) The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user.
- (F) The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless the company has offered the customer a payment arrangement equal to the period of underbilling.

3.08 TIMING OF DISCONTINUANCE: Subject to the requirements of these General Terms and Conditions for Gas Service, Company may discontinue service to a customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within eleven (11) days thereafter. Service shall not be discontinued on a day when Company personnel are not available to reconnect customer's service, or on a day immediately preceding such day. Service shall not be discontinued for non-payment of a delinquent charge unless written notice by first class mail is sent to the customer at least 10 days prior to the date of proposed discontinuance. Service of notice by mail is complete upon mailing. Where written notice is hand delivered to a customer in which case discontinuance may be effected not less than 96 hours after delivery of the notice. After the eleven (11) business day effective period of the notice, all notice procedures required by this rule shall again be followed before the company may discontinue service.

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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

3.09 NOTICE OF DISCONTINUANCE OF SERVICE: Except in cases of (a) dangerous conditions as set forth in Section 4.07, herein; (b) fraudulent use of service as set forth in Section 4.10, herein; (c) tampering as set forth in Section 4.08, herein; or (d) an order or directive of the Commission or other governmental agency or court requiring the discontinuance of service, Company will give to customer written notice of its intention to discontinue gas service.

(A) The notice of discontinuance shall contain the following information:

- (1) The name and address of customer and the address, if different, where service is rendered.
- (2) A clear and concise statement of the reason for the proposed discontinuance of service and the cost of reconnection.
- (3) The date on or after which service will be discontinued unless customer takes appropriate action.
- (4) Terms under which customer may avoid discontinuance.
- (5) A statement that if customer is unable to pay the amount due Company in full, customer may contact Company and request the opportunity to make a deferred payment.
- (6) The prominent display of the telephone number that the customer may call without incurring toll charges and address of Company's office where customer may make inquiry or file a complaint.

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a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.10 COLD WEATHER RULE: This rule takes precedence over other rules on provision of heat-related utility service from November 1 through March 31 annually.

(A) Notice Requirements: From November 1 through March 31, prior to discontinuance of service due to nonpayment, Company shall:

- (1) Notify the customer, by first class mail, at least ten days prior to the date of the proposed discontinuance of Company's intent to discontinue service. A registered elderly or handicapped customer and the additional party listed on the customer's registration form also shall be notified within the above time frame. The contact with the registered individual shall include initially two or more telephone call attempts with the mailing of the notice
- (2) Make further attempt to contact the customer within 96 hours preceding discontinuance of service either by a second written notice as in Section 3.10(A)(1) above, sent first class mail; or a door hanger; or at least two telephone call attempts to the customer;
- (3) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by Section 3.09(F).
- (4) Make a personal contact on the premises with a registered elderly or handicapped customer, or some member of the family above the age of 15 years, at the time of the discontinuance of service.
- (5) Provide information in all of the notices and contacts required in this section which describe the terms and provision of service under this rule, including the method of calculating the required payments, the availability of financial assistance from the Division of Family Services and social service or charitable organizations that have notified Company that they provide this assistance, and the identity of these organizations.

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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

(B) Weather Provisions: Discontinuance of gas or electric service to all residential customers, including all residential tenants of an apartment building, for nonpayment of bills where gas or electricity is used as the source of space heating or operate the only space heating equipment at the residence is prohibited:

- (1) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m. for the following 24 hours predicts that the temperature will drop below 30 degrees Fahrenheit; and
- (2) On any day when Company personnel will not be available to reconnect utility service during the immediately succeeding day or days ("Period of Unavailability"), and the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below 30 degrees Fahrenheit.

(D) Discontinuance of Service: From November 1 through March 31, Company may not discontinue heat-related residential utility service due to nonpayment of a delinquent bill or account provided:

- (1) The customer contacts Company and states their inability to pay in full;
- (2) The customer applies for financial assistance in paying their heat-related utility bill from any federal, state, local or other heating payment fund program for which they may be eligible;
- (3) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section 3.10(G) Payment Agreements;
- (4) The customer complies with Company's requests for information regarding the customer's monthly or annual income; and
- (5) There is no other lawful reason for discontinuance of utility service.

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Missouri Gas Energy,
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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (E) Deposit Provisions: Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this rule to those customers who enter into a payment agreement and make timely payments in accordance with this rule.
- (F) Reconnection Provisions: Company shall, if heat-related utility service to a residential customer has been discontinued due to nonpayment of a delinquent account, from November 1 through March 31, reconnect service to that customer without requiring a deposit provided:
- (1) The customer contacts Company and requests Company to reconnect service and states an inability to pay in full;
 - (2) The customer applies for financial assistance in paying their heat-related utility bill from any federal, state, local or other heating payment fund program for which they may be eligible;
 - (3) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section 3.10(G) Payment Agreements;
 - (4) The customer complies with the requests of Company for information regarding the customer's monthly or annual income;
 - (5) None of the amount owed is an amount due as a result of unauthorized interference, diversion or use of Company's service, and the customer has not engaged in this activity since last receiving service; and
 - (6) There is no other lawful reason for continued refusal to provide utility service.

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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

(3) Initial Payments:

(a) The initial payment shall be the amount calculated in Section 3.10(G)(2) above, for a customer who has not defaulted on a payment plan under the Cold Weather Rule.

(b) The initial payment shall be an amount equal to the total of the delinquent installments for a customer who has defaulted on a payment plan under the Cold Weather Rule, unless Company and customer agree to a lesser amount.

(H) Should Company refuse to provide service pursuant to this rule and the reason for refusal of service involves unauthorized interference, diversion or use of Company's service situated or delivered on or about the customer's premises, Company shall maintain records concerning the refusal of service. These records shall, at a minimum, include:

- (1) the name and address of the person denied reconnection;
- (2) the name of all Company personnel involved in any part of the determination that refusal of service was appropriate;
- (3) the facts surrounding the reason for the refusal, and
- (4) any other relevant information.

3.11 COLLECTION OR DISCONNECTION CHARGE: When it is necessary for Company to make a service call for the purpose of collection or disconnection of service because of non-payment, a service charge as specified in Section 14 herein will be collected from customer by Company.

3.12 RECONNECTION OF GAS SERVICE: Upon customer's request, Company shall restore service promptly when the cause for discontinuance of service has been eliminated, applicable reconnection charges paid and, if required, satisfactory credit arrangements have been made. At all times a reasonable effort shall be made to restore

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Missouri Gas Energy,
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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

service upon the day restoration is requested, and in any event, restoration shall be made no later than the next working day following the day requested by customer.

The reconnection charge, precedent to the restoration of gas service to a customer whose gas service has been discontinued for any reason whatsoever, shall be as provided in Section 14, herein.

If gas service is discontinued for non-payment by customer of any delinquent gas service bill, Company shall not, except as provided in Section 3.10 herein, be required to restore service until all delinquent bills and reconnection charges have been paid and customer has complied with Section 2.05 herein.

A reconnection charge as provided for in Section 14, herein, shall apply if service is discontinued at the request of customer and reconnected within 7 months at the request of customer at the same location.

The requirements of this Section cannot be avoided by a request for a restoration of service or an application for service at the same location by a member of customer's household or family, any person who has enjoyed benefits from previous service, or any other person acting for or on behalf of customer.

- 3.13 REFUSAL TO SERVE: Company may refuse to supply gas service or discontinue service to any customer who fails or refuses to comply with the provisions of any applicable law, rule of the Commission, rate schedule or any provision of these General Terms and Conditions for Gas Service in effect and on file with the Commission.

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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.

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

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Original

SHEET No. R-33.2
SHEET No. R-33.2

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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SHEET No. R-33.3

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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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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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.

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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	\$20.00
Transfer charge	3.03	\$ 5.00
Reconnection charge:		
Failure to furnish deposit	2.05	\$35.00
At customer's request	3.12	\$35.00
Reselling or redistributing gas	4.09	\$35.00
Fraudulent or unauthorized use of gas	4.10	\$35.00
Meter removal and reinstallation at Customer's request	5.02	\$35.00
Failure to provide access for meter reading	5.05	\$35.00
Tampering with Company property	4.05 & 4.08	\$35.00
Cut off at curb (unpaved) Disconnection & reconnection	4.10	\$56.00
Cut off at main (paved) Disconnection & reconnection	4.10	\$106.00

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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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