

P.S.C. MO No. 1

First Revised Sheet No. 1

Cancels Original Sheet No. 1

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: All Towns and Communities\*  
Within MGU Certificated Service Areas\*  
Community, Town or City

**TITLE PAGE**

**Missouri Gas Utility, Inc.**

**Schedule of Rates**

**For Natural Gas Service**

Applying to the Following Territories:

Certificated areas within the following Counties:

Harrison, Davies, Caldwell

Benton, Pettis

\* Indicates New Rate or Text

+ Indicates Change

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

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

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

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

P.S.C. MO No. 1

Cancels

3rd Revised

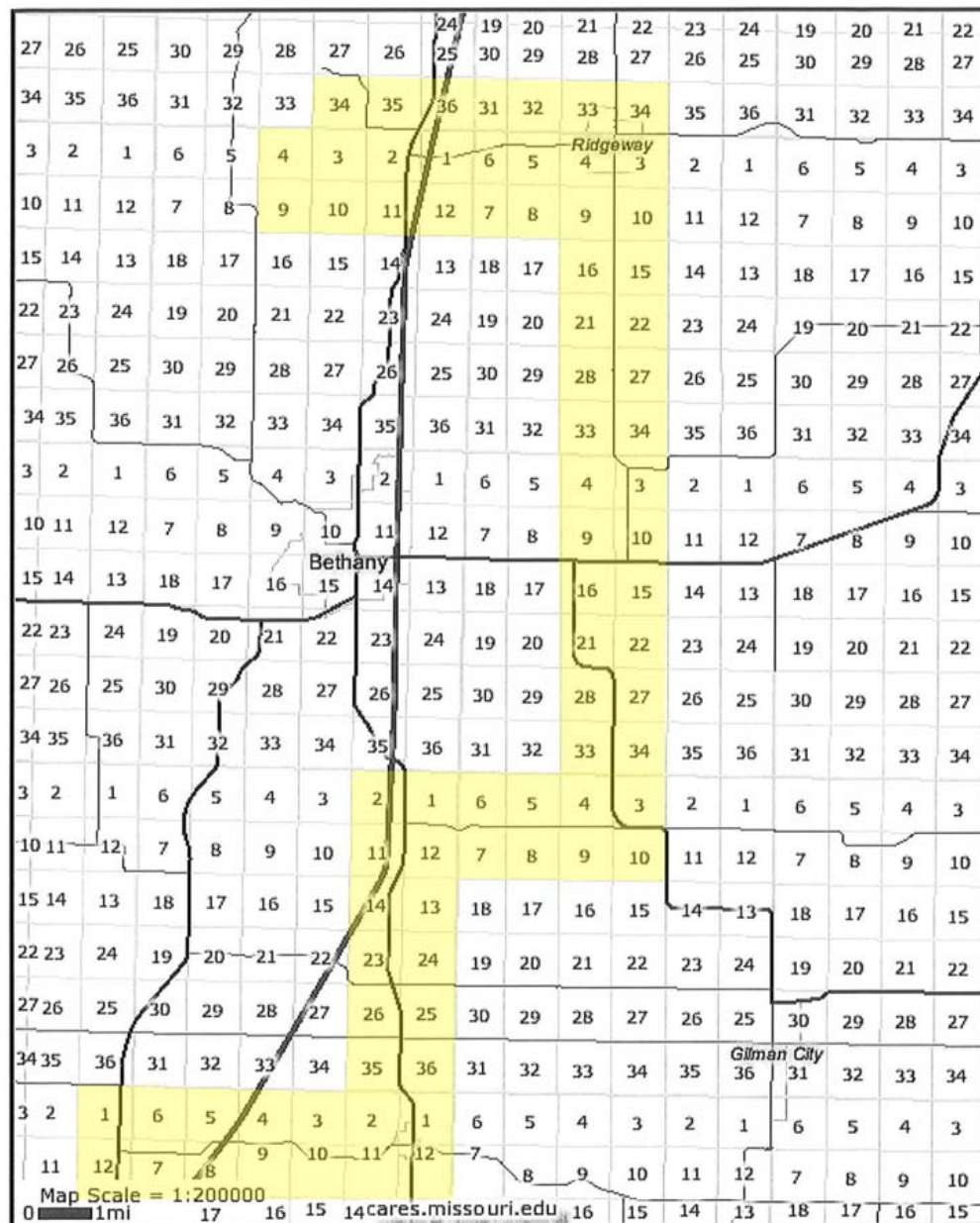
2nd Revised

Sheet No. 2Sheet No. 2

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: Harrison, Daviess and Caldwell  
Counties Certificated Service Areas

### MAP OF CERTIFICATED AREA



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

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

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

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

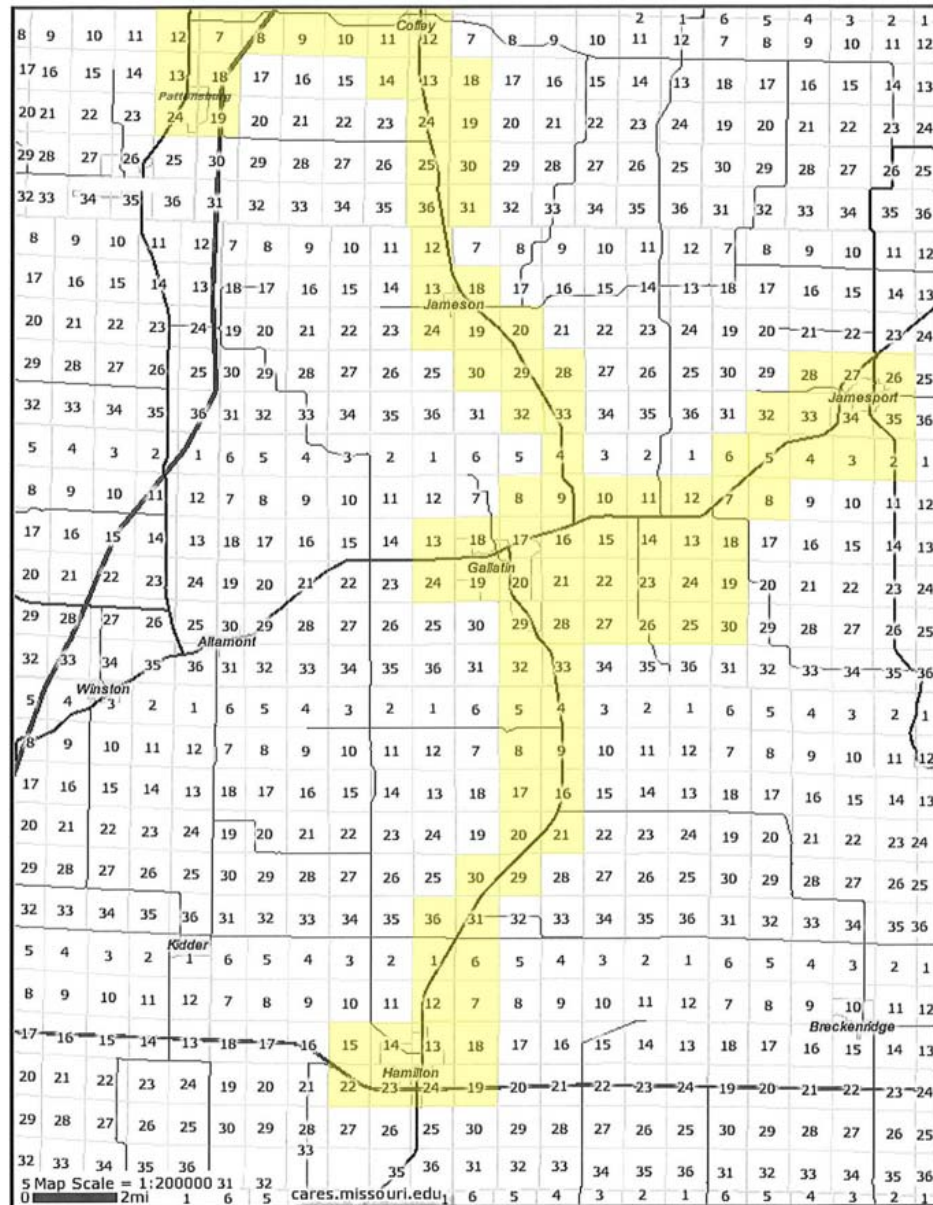
P.S.C. MO No. 1

3rd Revised Sheet No. 3  
Cancels 2nd Revised Sheet No. 3

Missouri Gas Utility, Inc.  
Name of Issuing Company

Harrison, Daviess and Caldwell  
For: Counties Certificated Service Areas

### MAP OF CERTIFICATED AREA



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

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

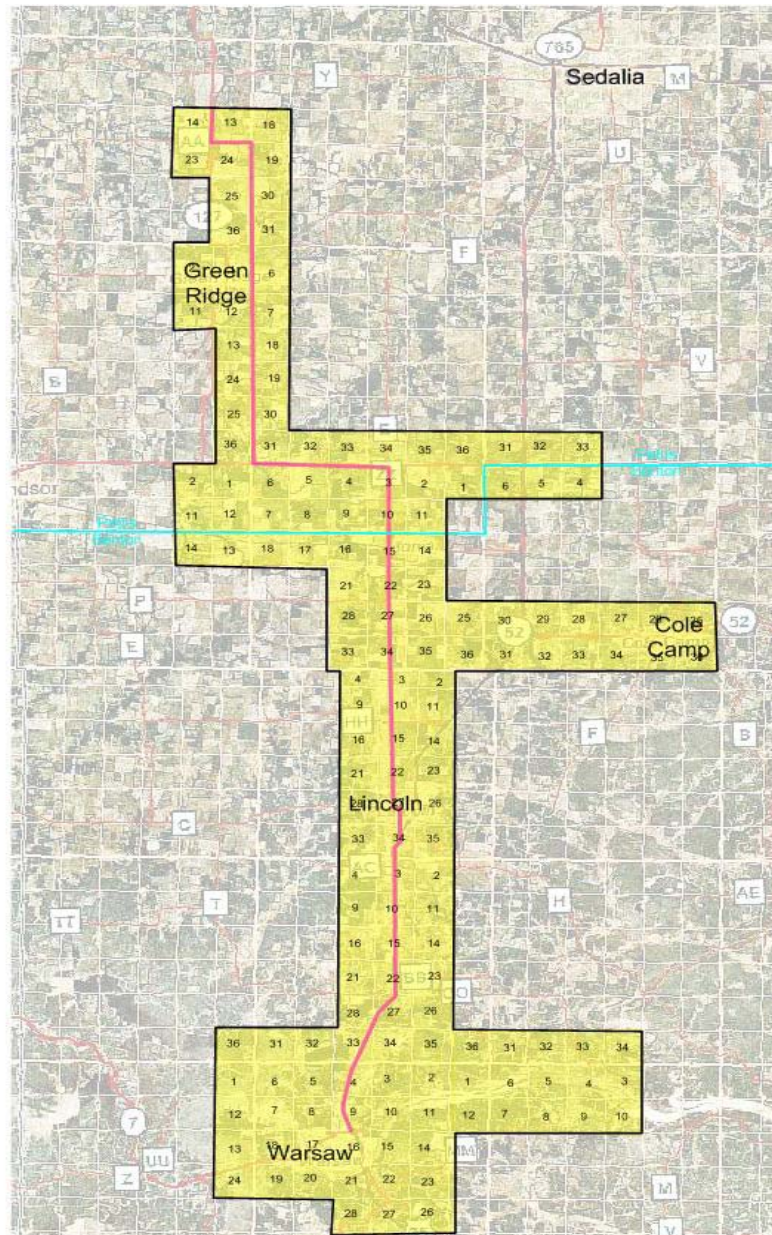
Issued By: Timothy R. Johnston  
Vice President  
Name and Title of Issuing Officer

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



Missouri Gas Utility, Inc.  
Name of Issuing Company

Benton and Pettis  
For: Counties Certificated Service Areas

**MAP OF CERTIFICATED AREA**

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

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

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

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

P.S.C. MO No. 1

 Canceled  
 4th Revised  
 3rd Revised

 Sheet No. 4  
 Sheet No. 4
Missouri Gas Utility, Inc.  
 Name of Issuing Company

 For: Harrison, Daviess and Caldwell  
Counties Certificated Service Areas
**LEGAL DESCRIPTION****TERRITORY SERVED IN HARRISON, DAVIESS AND CALDWELL COUNTIES**

Natural Gas Service is supplied in the following territory and in the cities, towns, and communities which are contained within this territory. For rates available see the applicable rate schedules.

Township	Range	Sections
65 North	28 West	34, 35, 36
65 North	27 West	31, 32, 33, 34
64 North	28 West	1, 2, 3, 4, 9, 10, 11, 12
64 North	27 West	3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 21, 22, 27, 28, 33, 34
63 North	27 West	3, 4, 9, 10, 15, 16, 21, 22, 27, 28, 33, 34
62 North	28 West	1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 35, 36
62 North	27 West	3, 4, 5, 6, 7, 8, 9, 10
61 North	29 West	1, 12, 13, 24
61 North	28 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 24, 25, 36
61 North	27 West	18, 19, 30, 31
60 North	28 West	12, 13, 24
60 North	27 West	18, 19, 20, 28, 29, 30, 32, 33
60 North	26 West	26, 27, 28, 32, 33, 34, 35
59 North	28 West	13, 24
59 North	27 West	4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33
59 North	26 West	2, 3, 4, 5, 6, 7, 8, 18, 19, 30
58 North	28 West	36
58 North	27 West	4, 5, 8, 9, 16, 17, 20, 21, 29, 30, 31
57 North	28 West	1, 12, 13, 14, 15, 22, 23, 24
57 North	27 West	6, 7, 18, 19

This territory includes the incorporated towns of Coffey, Gallatin, Hamilton, Jamesport, Pattonsburg and Ridgeway, and the village of Jameson. This territory also includes a portion of the rural areas of Harrison, Daviess and Caldwell Counties.

\* Indicates New Rate or Text

+ Indicates Change

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

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

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

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

Missouri Gas Utility, Inc.  
Name of Issuing Company

Benton and Pettis  
For: Counties Certificated Service Areas

### LEGAL DESCRIPTION

#### **TERRITORY SERVED IN BENTON AND PETTIS COUNTIES**

Natural Gas Service is supplied in the following territory and in the cities, towns, and communities which are contained within this territory. For rates available see the applicable rate schedules.

<u>Township</u>	<u>Range</u>	<u>Sections</u>
45 North	23 West	13, 14, 23, 24, 25, 36
45 North	22 West	18, 19, 30, 31
44 North	23 West	1, 2, 11, 12, 13, 24, 25, 36
44 North	22 West	6, 7, 18, 19, 30, 31, 32, 33, 34, 35, 36
44 North	21 West	31, 32, 33
43 North	23 West	1, 2, 11, 12, 13, 14
43 North	22 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 25, 26, 27, 28, 33, 34, 35, 36
43 North	21 West	4, 5, 6, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
42 North	22 West	2, 3, 4, 9, 10, 11, 14, 15, 16, 21, 22, 23, 26, 27, 28, 33, 34, 35
41 North	23 West	36
41 North	22 West	2, 3, 4, 9, 10, 11, 14, 15, 16, 21, 22, 23, 26, 27, 28, 31, 32, 33, 34, 35, 36
41 North	21 West	31, 32, 33, 34
40 North	23 West	1, 12, 13, 24
40 North	22 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28
40 North	21 West	3, 4, 5, 6, 7, 8, 9, 10

This territory includes the incorporated towns of Green Ridge, Ionia, Cole Camp, Lincoln and Warsaw. This territory also includes a portion of the rural areas of Benton and Pettis Counties.

\* Indicates New Rate or Text

+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	Second Revised Sheet No. <u>5</u> First Revised Sheet No. <u>5</u>  All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>TABLE OF CONTENTS</b>		
Title Page  Maps of Certificated Territories  Legal Description of Certificated Territories  Table of Contents  Rate Conversion Summary  General Service (GS)  Commercial Service (CS)  Large Volume Service (LVS)  Interruptible Sales Service (ISS)  Transportation Service (TS)  Billing of License, Occupation or Other Similar Charges or Taxes  Missouri School Pilot Program Transportation Service Rate Schedule  Purchased Gas Adjustment Clause       * Indicates New Rate or Text + Indicates Change		Sheet No. 1  2-3  4  5-8  9  10  13-14  17-18  21-23  24-37  38  39-43  44-52

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

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

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

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

P.S.C. MO No. 1  Canceled  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	First Revised Original  For:	Sheet No. <u>6</u> Sheet No. <u>6</u>  <u>All Towns and Communities*</u> <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>TABLE OF CONTENTS – RULES AND REGULATIONS</b>		
Definitions	57-58	
General	58-59	
Applications	59	
Rate Changes	59	
Deposits	60-63	
Rendering and Payment of Bills	64-65	
Metering for Billing	65	
Resale	65	
Meter Tests	66	
Piping and Equipment	66	
Customer's Liability	67	
Tampering Prohibited	68	
Discontinuance of Service	68-70	
Reconnection of Service	70	
Company Inspection of Customer Premises	71	
Temporary Service	71	
Auxiliary Service	71	
Extension of Distribution Facilities	72-73	
* Indicates New Rate or Text + Indicates Change		

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

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

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

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



P.S.C. MO No. 1  Canceled  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	First Revised Original  For:	Sheet No. <u>7</u> Sheet No. <u>7</u>  All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City																																		
<b>TABLE OF CONTENTS – RULES AND REGULATIONS</b>																																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Extension of Mains</td> <td style="width: 20%; text-align: right;">73</td> </tr> <tr> <td>Service Line Extensions</td> <td style="text-align: right;">73-74</td> </tr> <tr> <td>Main Distribution Line Extensions</td> <td style="text-align: right;">74-75</td> </tr> <tr> <td>Main Distribution Line extensions to Undeveloped Areas</td> <td style="text-align: right;">75-76</td> </tr> <tr> <td>Main and Service Pipe Extensions Beyond the Free Allowance</td> <td style="text-align: right;">76</td> </tr> <tr> <td>Title to the Customer Extension</td> <td style="text-align: right;">76</td> </tr> <tr> <td>Blank Sheet</td> <td style="text-align: right;">77</td> </tr> <tr> <td>Free Conversion Rules and Regulations</td> <td style="text-align: right;">78-83</td> </tr> <tr> <td>Limitations Upon Company's Obligation to Supply Gas Service</td> <td style="text-align: right;">84</td> </tr> <tr> <td>Notice of Acceptance</td> <td style="text-align: right;">84</td> </tr> <tr> <td>Existing Commitments</td> <td style="text-align: right;">85</td> </tr> <tr> <td>Emergency Curtailment Plan</td> <td style="text-align: right;">85</td> </tr> <tr> <td>Relief from Liability</td> <td style="text-align: right;">85</td> </tr> <tr> <td>Precedence</td> <td style="text-align: right;">86</td> </tr> <tr> <td>Special Meter Reading</td> <td style="text-align: right;">86</td> </tr> <tr> <td>Collection Trip Charge</td> <td style="text-align: right;">86</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">           * Indicates New Rate or Text            + Indicates Change         </td> </tr> </table>			Extension of Mains	73	Service Line Extensions	73-74	Main Distribution Line Extensions	74-75	Main Distribution Line extensions to Undeveloped Areas	75-76	Main and Service Pipe Extensions Beyond the Free Allowance	76	Title to the Customer Extension	76	Blank Sheet	77	Free Conversion Rules and Regulations	78-83	Limitations Upon Company's Obligation to Supply Gas Service	84	Notice of Acceptance	84	Existing Commitments	85	Emergency Curtailment Plan	85	Relief from Liability	85	Precedence	86	Special Meter Reading	86	Collection Trip Charge	86	* Indicates New Rate or Text + Indicates Change	
Extension of Mains	73																																			
Service Line Extensions	73-74																																			
Main Distribution Line Extensions	74-75																																			
Main Distribution Line extensions to Undeveloped Areas	75-76																																			
Main and Service Pipe Extensions Beyond the Free Allowance	76																																			
Title to the Customer Extension	76																																			
Blank Sheet	77																																			
Free Conversion Rules and Regulations	78-83																																			
Limitations Upon Company's Obligation to Supply Gas Service	84																																			
Notice of Acceptance	84																																			
Existing Commitments	85																																			
Emergency Curtailment Plan	85																																			
Relief from Liability	85																																			
Precedence	86																																			
Special Meter Reading	86																																			
Collection Trip Charge	86																																			
* Indicates New Rate or Text + Indicates Change																																				

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

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

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

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

P.S.C. MO No. 1	First Revised Cancels      Original	Sheet No. <u>  8  </u> Sheet No. <u>  8  </u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>TABLE OF CONTENTS – RULES AND REGULATIONS</b>		
Average Payment Plan		86-87
Promotional Practices		87
* Indicates New Rate or Text + Indicates Change		

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No.     9 Sheet No. <u>  9  </u>	Gallatin, Hamilton, Coffey and For: <u>Adjacent Certificated Service Areas</u> Community, Town or City																																						
<b><u>RATE CONVERSION SUMMARY</u></b>																																										
<p>The following table summarizes the conversion of customers from rates schedules formerly offered by the Gallatin, Missouri and Hamilton, Missouri municipal natural gas systems to new rates schedules further described on subsequent pages of this Missouri Gas Utility, Inc. tariff.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: left; border-bottom: 1px solid black;">Previous Gallatin Rate Schedule</th> <th style="width: 50%; text-align: left; border-bottom: 1px solid black;">Missouri Gas Utility Rate Schedule</th> </tr> <tr> <td>Rate – G Institutional</td> <td>General Service (GS)</td> </tr> <tr> <td>Rate – Q Institutional</td> <td>Commercial Service (CS)</td> </tr> <tr> <td>Rate – Y Institutional</td> <td>Commercial Service (CS)</td> </tr> <tr> <td>Rate – H Institutional</td> <td>Large Volume Service (LVS)</td> </tr> <tr> <td>Rate – I Industrial</td> <td>Interruptible Sales Service (ISS)</td> </tr> <tr> <td>Rate – T – Tax Industrial</td> <td>Interruptible Sales Service (ISS)</td> </tr> <tr> <td>Rate – S – Taxable Small Commercial</td> <td>General Service (GS)</td> </tr> <tr> <td>Rate – A – Tax Medium Commercial</td> <td>Commercial Service (CS)</td> </tr> <tr> <td>Rate – B Extra Medium Commercial</td> <td>Commercial Service (CS)</td> </tr> <tr> <td>Rate – L Large Commercial</td> <td>Large Volume Service (LVS)</td> </tr> <tr> <td>Rate – Y Residential</td> <td>General Service (GS)</td> </tr> <tr> <td>Rate – A Medium Residential</td> <td>General Service (GS)</td> </tr> <tr> <td>Rate – X Residential (Level Billing)</td> <td>General Service (GS)</td> </tr> <tr> <td>Rate – G Residential</td> <td>General Service (GS)</td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: left; border-bottom: 1px solid black;">Previous Hamilton Rate Schedule</th> <th style="width: 50%; text-align: left; border-bottom: 1px solid black;">Missouri Gas Utility Rate Schedule</th> </tr> <tr> <td>Residential and Small Commercial</td> <td>General Service (GS)</td> </tr> <tr> <td>Large Commercial</td> <td>Commercial Service (CS)</td> </tr> <tr> <td>Institutional</td> <td>Commercial service (CS)</td> </tr> </table> <p>* Indicates New Rate or Text        + <b>Indicates</b> Change</p>					Previous Gallatin Rate Schedule	Missouri Gas Utility Rate Schedule	Rate – G Institutional	General Service (GS)	Rate – Q Institutional	Commercial Service (CS)	Rate – Y Institutional	Commercial Service (CS)	Rate – H Institutional	Large Volume Service (LVS)	Rate – I Industrial	Interruptible Sales Service (ISS)	Rate – T – Tax Industrial	Interruptible Sales Service (ISS)	Rate – S – Taxable Small Commercial	General Service (GS)	Rate – A – Tax Medium Commercial	Commercial Service (CS)	Rate – B Extra Medium Commercial	Commercial Service (CS)	Rate – L Large Commercial	Large Volume Service (LVS)	Rate – Y Residential	General Service (GS)	Rate – A Medium Residential	General Service (GS)	Rate – X Residential (Level Billing)	General Service (GS)	Rate – G Residential	General Service (GS)	Previous Hamilton Rate Schedule	Missouri Gas Utility Rate Schedule	Residential and Small Commercial	General Service (GS)	Large Commercial	Commercial Service (CS)	Institutional	Commercial service (CS)
Previous Gallatin Rate Schedule	Missouri Gas Utility Rate Schedule																																									
Rate – G Institutional	General Service (GS)																																									
Rate – Q Institutional	Commercial Service (CS)																																									
Rate – Y Institutional	Commercial Service (CS)																																									
Rate – H Institutional	Large Volume Service (LVS)																																									
Rate – I Industrial	Interruptible Sales Service (ISS)																																									
Rate – T – Tax Industrial	Interruptible Sales Service (ISS)																																									
Rate – S – Taxable Small Commercial	General Service (GS)																																									
Rate – A – Tax Medium Commercial	Commercial Service (CS)																																									
Rate – B Extra Medium Commercial	Commercial Service (CS)																																									
Rate – L Large Commercial	Large Volume Service (LVS)																																									
Rate – Y Residential	General Service (GS)																																									
Rate – A Medium Residential	General Service (GS)																																									
Rate – X Residential (Level Billing)	General Service (GS)																																									
Rate – G Residential	General Service (GS)																																									
Previous Hamilton Rate Schedule	Missouri Gas Utility Rate Schedule																																									
Residential and Small Commercial	General Service (GS)																																									
Large Commercial	Commercial Service (CS)																																									
Institutional	Commercial service (CS)																																									

Issue Date: _____ Month/Day/Year	Effective Date: _____ Month/Day/Year
Issued By:     Timothy R. Johnston <u>Vice President</u> Name and Title of Issuing Officer	7810 Shaffer Parkway, Ste. 120 <u>Littleton, Colorado 80127</u> Company Mailing Address

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	Second Revised Sheet No. 10 First Revised Sheet No. <u>10</u>  Harrison, Daviess and Caldwell* For: <u>Counties Certificated Service Areas*</u> Community, Town or City				
<b><u>GENERAL SERVICE (GS)</u></b>						
<p><u>Availability</u> - this rate schedule is available for all firm gas service rendered by the Company, including space heating service. All customers formerly receiving service under the City of Hamilton Residential and Small Commercial rate schedule and under the City of Gallatin Rate Schedules S-Taxable, A, X and Y (Residential) shall be rendered service under this Schedule.</p> <p><u>Rate</u> - The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:</p> <table style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 60%;">Customer Charge</td> <td style="text-align: right;">\$15.00+</td> </tr> <tr> <td style="margin-top: 20px;">Commodity Charge - For all Ccfs used per month</td> <td style="text-align: right; vertical-align: bottom;">\$ 0.4449+</td> </tr> </table> <p><u>Minimum Monthly Charge</u> - The Customer Charge.</p> <p><u>Purchased Gas Adjustment</u> - the rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on Sheet Nos. 44 through 53.</p> <p><u>Late Payment Charge</u> - Unless otherwise required by law or other regulation, 1.5%, will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.</p> <p><u>Billing of License. Occupation. Franchise or other Similar Charges or Taxes</u> - See Original Sheet No. 38.</p> <p style="margin-top: 40px;">* Indicates New Rate or Text + <b>Indicates</b> Change</p>			Customer Charge	\$15.00+	Commodity Charge - For all Ccfs used per month	\$ 0.4449+
Customer Charge	\$15.00+					
Commodity Charge - For all Ccfs used per month	\$ 0.4449+					

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 11 Sheet No. <u>11</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	Benton and Pettis* <u>Counties Certificated Service Areas *</u> Community, Town or City

**GENERAL SERVICE (GS)\***

Availability - this rate schedule is available for firm gas service rendered by the Company, including\* space heating service, for customers with annual usage o less than 3000 ccf. \*

Rate - The monthly charge shall consist of a customer charge plus a charge for gas used as set forth\* below:

Customer Charge	\$15.00*
Commodity Charge - For all Ccfs used per month	\$ 0.5500*

Minimum Monthly Charge - The Customer Charge.\*

Purchased Gas Adjustment - the rates and charges contained herein are subject to adjustments\* pursuant to the Purchased Gas Adjustment Clause contained on Sheet Nos. 44 through 53.\*

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5%, will be added to\* the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment\* charge will not be applied to amounts being collected through a pre-arranged payment agreement with\* the Company that is kept up-to-date.\*

Billing of License. Occupation. Franchise or other Similar Charges or Taxes - See Original Sheet No. 38.\*

\* Indicates New Rate or Text

+ **Indicates** Change

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 12 Sheet No. <u>12</u>	Gallatin, Hamilton, Coffey and For: <u>Adjacent Certificated Service Areas</u> Community, Town or City
* —  [THIS PAGE INTENTIONALLY LEFT BLANK]*				

Issue Date: \_\_\_\_\_  
 Month/Day/Year

Effective Date: \_\_\_\_\_  
 Month/Day/Year

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

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



P.S.C. MO No. 1  Canceled	Second Revised Sheet No. 13 First Revised Sheet No. 13  Harrison, Daviess and Caldwell* For: <u>Counties Certificated Service Areas*</u> Community, Town or City										
<b>COMMERCIAL SERVICE (CS)</b>											
<p><u>Availability</u> - Service under this rate schedule is available for qualifying non-residential customers with annual usage equal to or greater than 3,000 Ccf who contract for gas service for a minimum term of one year. The Company will offer service under this schedule to all Commercial - General Service customers with annual usage equal to or greater than 3,000 Ccf. All customers formerly receiving service under the City of Hamilton Large Commercial rate schedule and under the City of Gallatin Rate Schedules A-Tax and B shall be rendered service under this Schedule.</p> <p><u>Rates</u> - The monthly charge shall consist of a customer charge, and a commodity charge as set forth below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Customer Charge - per month</td> <td style="width: 50%; text-align: right;">\$24.53</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">Commodity Charge -</td> </tr> <tr> <td colspan="2" style="padding-left: 20px;">For all Ccfs used per month</td> </tr> <tr> <td style="padding-top: 10px;">Maximum Commodity</td> <td style="text-align: right; padding-top: 10px;">\$ 0.5027 per Ccf</td> </tr> <tr> <td style="padding-top: 10px;">Minimum Commodity</td> <td style="text-align: right; padding-top: 10px;">\$ 0.2500 per Ccf</td> </tr> </table> <p><u>Minimum Monthly Charge</u> - The Customer Charge.</p> <p><u>Commodity Charge Flex Provisions</u> - The Company may flex below the Maximum Commodity Charge down to the Minimum Commodity Charge where it has been determined that such reduction is necessary to compete with the cost of delivered propane. All customers in this service class will be charged the same Commodity Charge for billings during any specific month. The Company may change its Commodity Charge within the Maximum and Minimum Commodity Charge range only once every six months. The Company will maintain all documentation showing that any and all flexes it performs from the Maximum Commodity Charge is justified and prudent. The Company will notify its customers, the Office of Public Counsel and the Energy Department Manager of the MPSC Staff of each change in flex at least 30 days before any commodity charge is billed. The Company will provide copies of all documentation, justifying the level of its flex each time its billed margin Commodity Charge changes, with the office of Public Counsel and to the Commission's Energy Department Manager upon request.</p> <p>* Indicates New Rate or Text        + Indicates Change</p>		Customer Charge - per month	\$24.53	Commodity Charge -		For all Ccfs used per month		Maximum Commodity	\$ 0.5027 per Ccf	Minimum Commodity	\$ 0.2500 per Ccf
Customer Charge - per month	\$24.53										
Commodity Charge -											
For all Ccfs used per month											
Maximum Commodity	\$ 0.5027 per Ccf										
Minimum Commodity	\$ 0.2500 per Ccf										

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

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

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

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

First Revised      Sheet No.      14

Cancels      Original      Sheet No. 14

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: Harrison, Daviess and Caldwell\*  
Counties Certificated Service Areas \*  
Community, Town or City

## COMMERCIAL SERVICE (CS)

Purchased Gas Adjustment - the rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on Sheets Nos. 44 through 53.

**Late Payment Charge** - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

Billing of License. Occupation. Franchise or Similar Charges or Taxes - See Original Sheet No. 38.

\* Indicates New Rate or Text

+ Indicates Change

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

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

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

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

P.S.C. MO No. 1	Cancels	Second Revised First Revised	Sheet No. 15 Sheet No. <u>15</u>										
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company		Benton and Pettis* For: <u>Counties Certificated Service Areas *</u> Community, Town or City											
<b>COMMERCIAL SERVICE (CS)</b>													
<p><u>Availability</u> - Service under this rate schedule is available for qualifying non-residential customers* with annual usage equal to or greater than 3,000 Ccf who contract for gas service for a minimum term* of one year. The Company will offer service under this schedule to all Commercial - General Service* customers with annual usage equal to or greater than 3,000 Ccf. *</p> <p><u>Rates</u> - The monthly charge shall consist of a customer charge, and a commodity charge as set* forth below:*</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%;">Customer Charge - per month</td> <td style="width: 50%; text-align: right;">\$30.00*</td> </tr> <tr> <td colspan="2" style="margin-top: 10px;">Commodity Charge -*</td> </tr> <tr> <td style="padding-left: 20px;">For all Ccfs used per month*</td> <td></td> </tr> <tr> <td style="margin-top: 10px;">Maximum Commodity</td> <td style="text-align: right;">\$ 0.6000 per Ccf*</td> </tr> <tr> <td style="margin-top: 10px;">Minimum Commodity</td> <td style="text-align: right;">\$ 0.2500 per Ccf *</td> </tr> </table> <p style="margin-top: 10px;"><u>Minimum Monthly Charge</u> - The Customer Charge.*</p> <p style="margin-top: 10px;"><u>Commodity Charge Flex Provisions</u> - The Company may flex below the Maximum Commodity* Charge down to the Minimum Commodity Charge where it has been determined that such reduction* is necessary to compete with the cost of delivered propane. All customers in this service class will* be charged the same Commodity Charge for billings during any specific month. The Company may* change its Commodity Charge within the Maximum and Minimum Commodity Charge range only* once every six months. The Company will maintain all documentation showing that any and all* flexes it performs from the Maximum Commodity Charge is justified and prudent. The Company* will notify its customers, the Office of Public Counsel and the Energy Department Manager of the* MPSC Staff of each change in flex at least 30 days before any commodity charge is billed. The* Company will provide copies of all documentation, justifying the level of its flex each time its billed* margin Commodity Charge changes, with the office of Public Counsel and to the Commission's* Energy Department Manager upon request.*</p> <div style="margin-top: 20px;"> <p>* Indicates New Rate or Text</p> <p>+ Indicates Change</p> </div>				Customer Charge - per month	\$30.00*	Commodity Charge -*		For all Ccfs used per month*		Maximum Commodity	\$ 0.6000 per Ccf*	Minimum Commodity	\$ 0.2500 per Ccf *
Customer Charge - per month	\$30.00*												
Commodity Charge -*													
For all Ccfs used per month*													
Maximum Commodity	\$ 0.6000 per Ccf*												
Minimum Commodity	\$ 0.2500 per Ccf *												

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

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

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

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

	Second Revised	Sheet No.	16
Cancels	First Revised	Sheet No.	<u>16</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: Benton and Pettis\*  
Counties Certificated Service Areas\*  
Community, Town or City

## COMMERCIAL SERVICE (CS)

Purchased Gas Adjustment - the rates and charges contained herein are subject to adjustments\* pursuant to the Purchased Gas Adjustment Clause contained on Sheets Nos. 44 through 53.\*

**Late Payment Charge** - Unless otherwise required by law or other regulation, 1.5% will be added to\* the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late\* payment charge will not be applied to amounts being collected through a pre-arranged payment\* agreement with the Company that is kept up-to-date.\*

Billing of License. Occupation. Franchise or Similar Charges or Taxes - See Original Sheet No. 38.\*

\* Indicates New Rate or Text  
+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	Second Revised First Revised	Sheet No. 17 Sheet No. <u>17</u>  Harrison, Daviess and Caldwell* For: <u>Counties Certificated Service Areas*</u> Community, Town or City								
<b>LARGE VOLUME SERVICE (LVS)</b>											
<p><u>Availability</u> - Service under this rate schedule is available for qualifying firm gas users. Service under this rate schedule is available to customers contracting for a minimum term of one year with an annual usage equal to, or greater than 35,000 Ccfs, who can be expected to maintain an average load factor (as defined on Sheet No. 58) of at least 35% in the months of November-April. All customers formerly receiving service under the City of Gallatin Rate Schedule L shall be rendered service under this Schedule.</p> <p><u>Rates</u> - The monthly charge shall consist of a customer charge, and a commodity charge as set forth below:</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 60%;">Customer Charge - per month</td> <td style="text-align: right;">\$81.77</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">Commodity Charge - for all Ccf's used per month</td> </tr> <tr> <td>Maximum Commodity Charge</td> <td style="text-align: right;">\$ 0.5027 per Ccf</td> </tr> <tr> <td>Minimum Commodity Charge</td> <td style="text-align: right;">\$ 0.1000 per Ccf</td> </tr> </table> <p><u>Minimum Monthly Charge</u> - The Customer Charge.</p> <p><u>Commodity Charge Flex Provisions</u>-The Company may flex between the Maximum Commodity Charge and the Minimum commodity Charge for each annual L.V.S. contract, where it has determined that such reduction is necessary to compete with the cost of propane delivered to the L.V.S. customer's premises. The Company will maintain all documentation showing that each flex it performs from the Maximum Commodity Charge is justified and prudent. The Company will notify its L.V.S. customers, the Office of the Public Counsel and the Commission's Energy Department Manager at least 30 days before it bills customers a change in the margin Commodity Charge rate. The Company will provide copies of all documentation, justifying the level of its flex each time its billed margin Commodity Charge changes, with the Office of Public Counsel and to the Commission's Energy Department Manager upon request.</p> <p><u>Purchased Gas Adjustment</u> - The rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on Sheets Nos. 44 through 53.</p> <p style="margin-top: 10px;">* Indicates New Rate or Text        + Indicates Change</p>				Customer Charge - per month	\$81.77	Commodity Charge - for all Ccf's used per month		Maximum Commodity Charge	\$ 0.5027 per Ccf	Minimum Commodity Charge	\$ 0.1000 per Ccf
Customer Charge - per month	\$81.77										
Commodity Charge - for all Ccf's used per month											
Maximum Commodity Charge	\$ 0.5027 per Ccf										
Minimum Commodity Charge	\$ 0.1000 per Ccf										

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

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

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

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

	First Revised	Sheet No.	18
Cancels	Original	Sheet No.	<u>18</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: Harrison, Daviess and Caldwell\*  
Counties Certificated Service Areas\*  
Community, Town or City

## LARGE VOLUME SERVICE (LVS)

**Late Payment Charge** - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

Billing of License, Occupation, or Other Similar Charges or Taxes – See Original Sheet No. 38.

\* Indicates New Rate or Text  
+ Indicates Change

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

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

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

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



P.S.C. MO No. 1	Cancels	Second Revised First Revised	Sheet No. Sheet No.	19 <u>19</u>								
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	Benton and Pettis* <u>Counties Certificated Service Areas*</u> Community, Town or City										
<b>LARGE VOLUME SERVICE (LVS)</b>												
<p><u>Availability</u> - Service under this rate schedule is available for qualifying firm gas users. Service under* this rate schedule is available to customers contracting for a minimum term of one year with an* annual usage equal to, or greater than 35,000 Ccfs, who can be expected to maintain an average load* factor (as defined on Sheet No. 58) of at least 35% in the months of November-April.*</p> <p><u>Rates</u> - The monthly charge shall consist of a customer charge, and a commodity charge as set forth* below:*</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 60%;">Customer Charge - per month</td> <td style="width: 40%; text-align: right;">\$100.00*</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">Commodity Charge - for all Ccf's used per month*</td> </tr> <tr> <td>Maximum Commodity Charge</td> <td style="text-align: right;">\$ 0.6000 per Ccf*</td> </tr> <tr> <td>Minimum Commodity Charge</td> <td style="text-align: right;">\$ 0.1000 per Ccf*</td> </tr> </table> <p><u>Minimum Monthly Charge</u> - The Customer Charge.*</p> <p><u>Commodity Charge Flex Provisions</u>-The Company may flex between the Maximum Commodity* Charge and the Minimum commodity Charge for each annual L.V.S. contract, where it has* determined that such reduction is necessary to compete with the cost of propane delivered to the* L.V.S. customer's premises. The Company will maintain all documentation showing that each flex it* performs from the Maximum Commodity Charge is justified and prudent. The Company will notify* its L.V.S. customers, the Office of the Public Counsel and the Commission's Energy Department* Manager at least 30 days before it bills customers a change in the margin Commodity Charge rate.* The Company will provide copies of all documentation, justifying the level of its flex each time its* billed margin Commodity Charge changes, with the Office of Public Counsel and to the* Commission's Energy Department Manager upon request.*</p> <p><u>Purchased Gas Adjustment</u> - The rates and charges contained herein are subject to adjustments* pursuant to the Purchased Gas Adjustment Clause contained on Sheets Nos. 44 through 53.*</p> <p style="margin-top: 20px;">* Indicates New Rate or Text + Indicates Change</p>					Customer Charge - per month	\$100.00*	Commodity Charge - for all Ccf's used per month*		Maximum Commodity Charge	\$ 0.6000 per Ccf*	Minimum Commodity Charge	\$ 0.1000 per Ccf*
Customer Charge - per month	\$100.00*											
Commodity Charge - for all Ccf's used per month*												
Maximum Commodity Charge	\$ 0.6000 per Ccf*											
Minimum Commodity Charge	\$ 0.1000 per Ccf*											

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

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

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

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

	Second Revised	Sheet No.	20
Cancels	First Revised	Sheet No.	<u>20</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: Benton and Pettis\*  
Counties Certificated Service Areas\*  
Community, Town or City

## LARGE VOLUME SERVICE (LVS)

**Late Payment Charge** - Unless otherwise required by law or other regulation, 1.5% will be added to\* the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late\* payment charge will not be applied to amounts being collected through a pre-arranged payment\* agreement with the Company that is kept up-to-date.\*

Billing of License, Occupation, or Other Similar Charges or Taxes – See Original Sheet No. 38.\*

\* Indicates New Rate or Text  
+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  Canceled	Second Revised Sheet No. 21 First Revised Sheet No. 21
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For: <u>Harrison, Daviess and Caldwell*</u> <u>Counties Certificated Service Areas *</u> Community, Town or City

INTERRUPTIBLE SALES SERVICE (ISS)

Availability - This rate schedule is available to Customers contracting for metered interruptible gas service for a minimum term of one year. Under certain conditions and from time to time, the Company has excess gas to sell. When the Company has such gas available for resale, it will make short-term arrangements for the sale thereof. All customers formerly receiving service under the City of Gallatin Rate Schedules I and T shall be rendered service under this Schedule.

Net Rate - The monthly charge shall consist of a customer charge and a commodity charge as set forth below:

Customer charge - per month	\$204.42+
Maximum Commodity Charge - for all Ccf's used per month - per Ccf	\$0.4415+
Minimum Commodity Charge - for all Ccf's used per month - per Ccf	\$0.1000

Minimum Monthly Charge - The Customer charge

Commodity Charge Flex Provisions - The Company may from time to time at its sole discretion reduce its maximum commodity charge for service by any amount down to the minimum commodity charge for customers who have alternative energy sources, which on an equivalent Btu basis, can be shown to be less than the sum of the Company's maximum rate and the cost of gas reflected in the Purchased Gas Adjustment factor. Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to reestablish service to a previous customer or to acquire new customers.

Penalty Charges - If during any curtailment period, any customer takes without the Company's advance approval a volume of gas in excess of the volumes authorized to be used by such customers, said excess volumes shall be considered unauthorized overrun deliveries.

Any such deliveries shall be subject to any penalties imposed by the Company's supplier(s) on the Company when said penalties are a direct result of such deliveries. Such penalty shall be in addition to any other charges for such gas as provided for under applicable rate schedules.

\* Indicates New Rate or Text  
 + Indicates Change

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

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

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

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

	First Revised	Sheet No.	22
Cancels	Original	Sheet No.	<u>22</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

Harrison, Daviess and Caldwell\*  
For: Counties Certificated Service Areas\*  
Community, Town or City

## INTERRUPTIBLE SALES SERVICE (ISS)

Purchased Gas Adjustment - The rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on Sheets Nos. 44 through 53.

Billing of License, Occupation, or Other Similar Charges or Taxes – See Original Sheet No. 38.

**Late Payment Charge** - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to the amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

\* Indicates New Rate or Text  
+ Indicates Change

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

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

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

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

P.S.C. MO No. 1	Cancels	Second Revised First Revised	Sheet No. 23 Sheet No. <u>23</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	Benton and Pettis* <u>Counties Certificated Service Areas*</u> Community, Town or City	

**TRANSPORTATION SERVICE (TS)\***

Availability\*

Natural Gas Transportation Service is available under Transportation Contract with Company to\* customers having requirements in excess of 35,000 Ccfs in any one month of a twelve month period.\* Such transportation service is subject to interruption or curtailment as further explained in the\* Character of Service section below. Volumes transported pursuant to this tariff shall be included in\* the- requirements provided for in Company's natural gas sales contract with the customer\* ("transporter").\*

Net Monthly Bill\*

Customer Charge per month* (Exclusive of any consumption)	\$200.00*
All Gas Delivered to Transporter Per Ccf:*	
Maximum Transportation Charge	\$0.6000*
Other Charges	<u>\$0.0000*</u>
Total Cost Per Ccf	\$0.6000*
Minimum Transportation per Ccf	\$0.1000*
Other Charges	<u>\$0.0000*</u>
Total Cost Per CCF	\$0.1000*

The Company may from time to time at its sole discretion reduce its maximum commodity charge\* for service by any amount down to the minimum commodity charge for customers who have\* alternative energy sources, which on an equivalent Btu basis, can be shown to be less than the sum\* of the Company's maximum rate and the cost of gas reflected in the Purchased Gas Adjustment\* factor. Such reductions will only be permitted if, in the Company's sole discretion, they are\* necessary to retain or expand services to an existing customer, to reestablish service to a previous\* customer or to acquire new customers.\*

\* Indicates New Rate or Text  
+ **Indicates** Change

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	Second Revised First Revised	Sheet No. 24 Sheet No. <u>24</u>  Harrison, Daviess and Caldwell* For: <u>Counties Certificated Service Areas*</u> Community, Town or City																		
<b>TRANSPORTATION SERVICE (TS)</b>																					
<p><u>Availability</u></p> <p>Natural Gas Transportation Service is available under Transportation Contract with Company to customers having requirements in excess of 35,000 Ccfs in any one month of a twelve month period. Such transportation service is subject to interruption or curtailment as further explained in the Character of Service section below. Volumes transported pursuant to this tariff shall be included in the- requirements provided for in Company's natural gas sales contract with the customer ("transporter").</p> <p><u>Net Monthly Bill</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Customer Charge per month (Exclusive of any consumption)</td> <td style="width: 50%; text-align: right;">\$204.42+</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">All Gas Delivered to Transporter Per Ccf:</td> </tr> <tr> <td style="padding-left: 20px;">Maximum Transportation Charge</td> <td style="text-align: right;">\$0.5027+</td> </tr> <tr> <td style="padding-left: 20px;">Other Charges</td> <td style="text-align: right;"><u>\$0.0000</u></td> </tr> <tr> <td style="padding-left: 20px;">Total Cost Per Ccf</td> <td style="text-align: right;">\$0.5027+</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;"> </td> </tr> <tr> <td style="padding-left: 20px;">Minimum Transportation per Ccf</td> <td style="text-align: right;">\$0.1000</td> </tr> <tr> <td style="padding-left: 20px;">Other Charges</td> <td style="text-align: right;"><u>\$0.0000</u></td> </tr> <tr> <td style="padding-left: 20px;">Total Cost Per CCF</td> <td style="text-align: right;">\$0.1000</td> </tr> </table> <p style="margin-top: 20px;">The Company may from time to time at its sole discretion reduce its maximum commodity charge for service by any amount down to the minimum commodity charge for customers who have alternative energy sources, which on an equivalent Btu basis, can be shown to be less than the sum of the Company's maximum rate and the cost of gas reflected in the Purchased Gas Adjustment factor. Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to reestablish service to a previous customer or to acquire new customers.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text        + <b>Indicates</b> Change</p>				Customer Charge per month (Exclusive of any consumption)	\$204.42+	All Gas Delivered to Transporter Per Ccf:		Maximum Transportation Charge	\$0.5027+	Other Charges	<u>\$0.0000</u>	Total Cost Per Ccf	\$0.5027+			Minimum Transportation per Ccf	\$0.1000	Other Charges	<u>\$0.0000</u>	Total Cost Per CCF	\$0.1000
Customer Charge per month (Exclusive of any consumption)	\$204.42+																				
All Gas Delivered to Transporter Per Ccf:																					
Maximum Transportation Charge	\$0.5027+																				
Other Charges	<u>\$0.0000</u>																				
Total Cost Per Ccf	\$0.5027+																				
Minimum Transportation per Ccf	\$0.1000																				
Other Charges	<u>\$0.0000</u>																				
Total Cost Per CCF	\$0.1000																				

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

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

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

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



P.S.C. MO No. 1  Cancell	First Revised Original	Sheet No. 25 Sheet No. <u>25</u>	
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City	
<b>TRANSPORTATION SERVICE (TS)</b>			
<p>Billing shall also include any other charges incurred, and any transmission and distribution losses incurred by Company from other parties for the transportation of the gas to the transporter including, but not limited to, supplier transportation and gathering charges, overrun penalties, take or pay costs, balancing charges, and any governmental fees or taxes incurred by the Company on behalf of the transporter.</p> <p>Any penalties or other charges incurred by the Company related to the transportation of a customer's natural gas before its delivery to the Company's city gate will be charged the individual customer who causes such penalties or other charges. Penalties or other charges shall not be included in the Purchased Gas Adjustment Clause's Actual Cost Adjustment factor computation, and will not be recoverable from sales customers.</p> <p>The Company shall use either electronic meter reading or manual meter readings of its transportation customers to determine each transportation customer's daily usage and the resulting responsibility of each customer for the penalties and charges.</p> <p>If there are not adequate meter readings to ascertain transportation customer's individual responsibilities for such penalties or other charges, the Company will not bill any customers for such penalties or other charges.</p> <p>The Company shall supply the Commission's Energy Rates Manager with all documentation showing the complete allocation of all such penalties or other charges.</p> <p>In addition, any customers electing to transport natural gas under this rate schedule shall be responsible for payment of an allocated pro rata share, as specified in the Purchased Gas Adjustment Clause (Sheet Nos. 44-53), of any demand, take or pay, or gas inventory charge or any similar charge levied by Company's supplier(s) that are a direct result of Company maintaining its regular sales contract with its supplier(s). Said charges shall be calculated in accordance with the terms set forth in, Company's Purchased Gas Adjustment Clause and shall include all costs other than the current pipeline commodity rate and system loss factor.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text + Indicates Change</p>			

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

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

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

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

P.S.C. MO No. 1  Canceled  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	First Revised Original	Sheet No. 26 Sheet No. <u>26</u>  All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>TRANSPORTATION SERVICE (TS)</b>		
<p>All revenues recovered through this provision of the transportation tariff, except the take or pay charges, shall be labeled as backup charges, documented, and included in the calculation of the Deferred Purchased Gas Cost Accounts, as specified in Section II and III of the Purchased Gas Adjustment Clause, as a cost recovery used in the determination of the Actual Cost Adjustment factor. Take or pay related revenues, collected as a result of this provision shall be included when revising the take or pay factor provided for the Purchased Gas Adjustment clause.</p> <p>Nothing contained herein shall be construed as affecting in any way the right of the Company to unilaterally make application for a change in its rates to the Missouri Public Service Commission.</p> <p><u>Minimum Monthly Bill</u> The higher of the above rate for zero consumption plus applicable customer charge, demand charges and adjustments as herein described, or the minimum as set forth by contract. If both sales service and transportation service are provided in a given billing period, the Company shall assess only one customer charge.</p> <p><u>Rules and Regulations</u></p> <p>Service furnished under this schedule shall be subject to the Company's Rules and Regulations, and Orders of the Missouri Public Service Commission, the Federal Energy Regulatory Commission, or any other governmental body having jurisdiction.</p> <p>The above rate does not include any franchise, occupational or other similar tax or license fee. These items will be applied to revenue related to the Company's charges where applicable, as provided for in Sheet No. 38.</p> <p><u>Character of Service</u></p> <p>Service provided under this schedule shall be subject to interruption or curtailment due to system capacity or supply constraints, to be determined in the Company's sole discretion reasonably exercised in accordance with the Company's Gas Rules and Regulations and with the terms and, if applicable, conditions of the Company's transportation tariff.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 27 Sheet No. <u>27</u>  All Towns and Communities* For: <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>TRANSPORTATION SERVICE (TS)</b>			
<p>Transportation service shall also be subject to the following additional provisions:</p> <p><u>Billing</u></p> <p>The Company will render bills monthly for transportation service furnished the previous monthly period, which may include billings from third party transporters delivering gas to the Company on the customer's ("transporter's") behalf. Such billing shall become due and payable 15 days after receipt of the invoice. Should transporter fail to pay part or all of the amount of any such billing and, if such failure shall continue for fifteen (15) days after payment is due, then the Company, in addition to any other remedy it may have, may suspend further receipt and/or delivery of gas until such amount is paid.</p> <p>Transporter agrees to reimburse the Company for all taxes and other fees levied in connection with transportation service that the company is obligated to pay to any governmental authority. The term "taxes" as used herein, shall mean any tax (other than ad valorem, income or excess profits taxes), fee or charge now or hereafter levied, assessed or made by any governmental authority on the gas itself or on the act, right or privilege of producing, severing, gathering, transporting, handling, selling, or delivering gas, however such taxes are measured.</p> <p><u>Terms and Conditions</u></p> <p>Service hereunder is subject to the Company's applicable rate schedule, and the contract thereunder. The term of service hereunder shall be the same as the remaining term of transporter's sales and transportation contract with Company, provided that the Company reserves the right to discontinue transportation service as set forth herein, and provided further that service shall terminate at such earlier date as transportation service ceases to be available from the interstate or intrastate pipeline company</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>			

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 28 Sheet No. <u>28</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>TRANSPORTATION SERVICE (TS)</b>		
<p><u>Conditions of Receipt and Delivery</u></p> <p>(1) Transporter will provide for the delivery of volumes of natural gas to be transported to a mutually agreeable location on the Company's system which serves transporter's premises, and the Company shall deliver said volumes of gas to the outlet side of the Company's meters at transporter's premises. The Company agrees to deliver to transporter at the point of delivery a quantity of gas equal to the quantity received at the point of receipt, less fuel usage and/or unaccounted-for line losses as estimated by the Company for the most recent twelve month period ending August. Gas transported hereunder shall be delivered to Company in the State of Missouri and shall ultimately be consumed by transporter in the State of Missouri. Gas delivered hereunder shall not be resold by transporter.</p> <p>(2) The transporter and Company shall, by mutual agreement, establish the date of commencement of receipt and delivery of gas hereunder.</p> <p>(3) Any gas introduced into the system by a transporter, must have the same Btu value as that of the Company average.</p> <p>(4) Monthly Balancing. Monthly balancing of transportation receipts and deliveries shall be maintained by transporter to the maximum extent practicable. Despite the best efforts of transporter to keep receipts and deliveries in balance, any imbalance which does occur, however, shall be subject to the terms and conditions of this Section.</p> <p style="margin-left: 40px;">(a) Positive Imbalance. Where the imbalance is the result of transporter delivering or causing delivery to the Company at the Receipt Point(s) a quantity of gas which, after appropriate reductions, exceeds the quantity of gas taken by the transporter during the same billing period ("positive imbalance"), the Company shall notify transporter of the existence and extent of the imbalance and transporter shall take all appropriate actions to eliminate this positive imbalance within the two (2) billing periods next following the billing period in which the transporter is notified of the imbalance.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1

Second Revised Sheet No. 29  
Cancels First Revised Sheet No. 29

Missouri Gas Utility, Inc.  
Name of Issuing Company

All Towns and Communities\*  
For: Within MGU Certificated Service Areas\*  
Community, Town or City

**TRANSPORTATION SERVICE (TS)**

(b) Excess Positive Imbalance

(1) To the extent that transporter's deliveries to the Company plus any previous positive imbalance, if any, exceed the quantities taken that month by transporter from the Company by more than 5% of the monthly average consumption of customer during the most recent three-month period, not including the most recent billing period ("excess positive imbalance"), the transporter and the Company shall promptly confer to establish a mutually agreeable schedule to eliminate the excess positive imbalance and transporter shall take appropriate action to eliminate the excess positive imbalance in accordance with the agreed upon schedule.

(2) If the parties are unable to agree to a reduction schedule, and the transporter fails to eliminate the excess positive imbalance by the end of the second billing period following the period in which the imbalance occurs, the Company shall be authorized to take any action necessary to reduce or eliminate the excess positive imbalance including, but not limited to, retention by the Company of the volumes of gas constituting the excess positive imbalance at no cost to the Company and free and clear of any adverse claim, or restricting or refusing to accept additional deliveries eliminated. The dollar effect of gas so acquired by the Company shall be credited to the Company's sales customers through the operation of the Purchased Gas Adjustment Clause.

+

\* Indicates New Rate or Text  
+ Indicates Change

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

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

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

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

	First Revised	Sheet No.	29A
Cancels	Original	Sheet No.	<u>29A</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

For:  $\frac{\text{All Towns and Communities}^*}{\text{Within MGU Certificated Service Areas}^*}$   
Community, Town or City

## TRANSPORTATION SERVICE (TS)

### (c) Negative Imbalance

(1) Where the imbalance is the result of Transporter delivering or causing delivery to the Company of a quantity of gas during any billing period which, after appropriate reductions, is less than the quantity taken from the Company by Transporter during the same billing period, the difference shall be known as the Negative Imbalance. In the event such Negative Imbalance when netted against a prior month's Positive Imbalance results in a remaining Negative Imbalance, then this quantity of gas constituting the Negative Imbalance shall be deemed as gas purchased from the Company by the Transporter. If the Negative Imbalance is less than 15% of the total gas delivered to the Transporter during that billing period, then the Company shall charge the Transporter, in addition to applicable transportation charges and fuel assessments, an amount equal to the product of the absolute value of the Negative Imbalance and the Negative Imbalance Cashout Rate. If the Negative Imbalance is equal to or greater than 15% of the total gas delivered to the Transporter, then the Company shall charge the Transporter, in addition to applicable transportation charges and fuel assessments, an amount equal to the product of the absolute value of the Negative Imbalance and the Negative Imbalance Cashout Rate multiplied by 1.15. The Negative Imbalance Cashout Rate is defined as the \*greater of: (a) Company's PGA rate in effect at the time that the Negative Imbalance is incurred; (b) Company's Weighted Average Cost of Gas in Storage; (c) the highest cost of gas purchased by the Company during the month in which the Negative Imbalance occurred, inclusive of applicable upstream transportation and fuel assessments; or (d) 105% of the monthly index price for the upstream pipeline serving the Company's system plus applicable upstream transportation and fuel assessments.\* Payment of such charge shall eliminate the imbalance and no further corrective action shall be required.

\* Indicates New Rate or Text  
+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  Cancell	First Revised Original	Sheet No. 30 Sheet No. <u>30</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>TRANSPORTATION SERVICE (TS)</b>		
<p>(2) In the event a negative imbalance occurs which, in the sole and reasonable opinion of the Company, is not caused by the transporter, the transporter's agents, or other transporters on the Company system or their agents, transporter may correct the negative imbalance during the two billing periods after the billing period in which transporter was notified of the negative imbalance, by delivering gas to the Company, which after appropriate reductions is in excess of gas taken by the transporter from the Company during said billing periods, and if the Company is able to receive such volumes, such excess volumes may, at the request of the transporter, be used to offset the negative imbalance and transporter shall receive a credit equal to the product of the excess volumes delivered and the tariff rate charged at the time the imbalance " was incurred.</p> <p>(d) Emergency Corrective Actions. Without regard to the foregoing, and except as limited by Paragraph (k) on Sheets Nos. 31 and 32 of this tariff, the Company shall have the right to take, or require transporter to take, such actions of whatever nature as may be required to correct imbalances which threaten the integrity of the system, including maintenance of service to other customers.</p> <p>(e) Sequence of Deliveries. Unless otherwise agreed between the Company and transporter, gas taken by transporter from the Company shall be deemed to be delivered to the transporter in the following sequence:</p> <ul style="list-style-type: none"> <li>(1) All currently nominated transportation volumes, if any;</li> <li>(2) Any gas which is used to eliminate or reduce any imbalance incurred by the transporter;</li> <li>(3) Gas deemed purchased from the Company in the current billing period pursuant to the Company's applicable sales rate schedule.</li> </ul> <p>(f) The Company shall not be obligated to perform post contract termination balancing to the extent that, in the sole discretion of the transporting interstate or intrastate pipeline company and/or the Company reasonably exercised, such is deemed to be "transportation" as defined by either the Federal Energy Regulatory Commission or the Missouri Public Service Commission.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 31 Sheet No. <u>31</u>	All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>TRANSPORTATION SERVICE (TS)</b>				
<p>(g) Should transporter be unable to accept the volume tendered at the point of delivery by the Company on any day(s), then the Company may refuse to receive gas at the point of receipt to the Company on such day(s).</p> <p>(h) Deliveries of gas at the point of receipt shall be at a pressure sufficient to enter the Company's pipeline system at such point. Deliveries of gas at the point of delivery shall be at such pressure as may exist in the Company's pipeline at such point from time to time.</p> <p>(i) The Company shall have the unqualified right to commingle gas transported hereunder with gas from other sources, and to treat and handle all such gas as its own even though title to the transported gas is vested in transporter. It is recognized that gas delivered will not necessarily be the same molecules as those received at the point of receipt.</p> <p>(j) Before commencing delivery of any natural gas to the Company for transport to the transporter, transporter shall furnish the Company with written certification demonstrating to the Company's satisfaction that the supplies to be purchased, and the third party transportation to be provided thereunder, will conform to the delivery specifications of this tariff and the transporting interstate pipeline's tariff, and that such supplies are reasonably reliable for the purpose of meeting transporter's daily transport volume requirements.</p> <p>(k) The company's obligation to transport gas of transporter shall be as follows:</p> <p style="margin-left: 40px;">(1) If the Company's system capacity is inadequate to meet transporter's demands for sales and transportation service, the service supplied under this tariff will be curtailed in accordance with the Company's Gas Rules and Regulations.</p> <p style="margin-left: 40px;">(2) If a supply deficiency occurs in the volumes being the Company on behalf of transporter, and sales gas of the same priority is available without penalty to the Company, transporter may continue to be served sales volumes in lieu of transportation volumes at the applicable sales rate.</p> <p style="margin-left: 40px;">(3) If a supply deficiency occurs in the volume of gas available to the Company for resale, and the transporter's supply delivered to the Company for transportation continues to be available, then transporter may continue to receive full transportation service even though sales gas of the same priority is being curtailed.</p> <p style="margin-left: 40px;">* Indicates New Rate or Text          + Indicates Change</p>				

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

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

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

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



P.S.C. MO No. 1  Cancell	First Revised Original	Sheet No. 32 Sheet No. <u>32</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>TRANSPORTATION SERVICE (TS)</b>		
<p>(4) In the event that the Company has inadequate supplies of natural gas resulting from any of the circumstances identified in the Company Gas Rules and Regulations and because of such inadequate supplies the Company in its sole judgment believes it will be required within the next twenty-four (24) hours to interrupt service to any customer, and when transporters on the system have sufficient supplies, the Company may elect to use some of the transporter's gas supplies to avoid interruption to the aforementioned customers. The period of this use shall not exceed the duration of the circumstance causing the inadequate supply or as soon as the Company is reasonably able to obtain a supply of gas to alleviate such circumstances. The Company shall reimburse transporter for the amount per MMBtu by which the applicable price of number 6 fuel oil published by the Federal Energy Regulatory Commission pursuant to 18 CFR Sec. 282.404, or the published price for each other alternate fuel ordinarily used by transporter to replace natural gas for the deferment period exceeds the delivered cost to transporter of the Deferred Gas (inclusive of all transportation and other charges), provided that such Deferred Gas would not otherwise have been interrupted. Such reimbursement shall be accounted for by the Company as a purchased gas expense. The Company shall use its best efforts to notify transporter twenty-four (24) hours in advance of any such use, but shall not be liable for failure to give such advance notice. The Company shall not impose any storage charge upon transporter for deferral of gas pursuant to this paragraph.</p> <p>(l) The determination of system capacity limitation shall be in the sole discretion, reasonably exercised, of the Company. If capacity limitations restrict the volume of gas which transporter desires to be transported, transporter may request the Company to make reasonable enlargements in its existing facilities, which requests the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the transporter pursuant to a contract entered into by the Company and transporter. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by transporter. Nothing herein contained shall be construed as obligating the Company to construct any extensions of its facilities.</p> <p>(m) In the event that transportation hereunder causes the incurrence of demand charges, standby charges, reservation charges, penalties or like charges from the Company's gas suppliers or transporters, which charges are in addition to charges for gas actually received by the Company, such charges shall be billed to customer in addition to amounts for service rendered hereunder. Any disputes-regarding customer responsibility for such charges shall be referred to the agency having jurisdiction herein for resolution.</p> <p>* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No.     33 Sheet No. <u>33</u>
For:     All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City			
<b>TRANSPORTATION SERVICE (TS)</b>			
<p><u>Scheduling</u></p> <p>Schedules of receipts must be received by the Company by the times provided herein, and may be changed pursuant to this tariff only as necessitated by operating difficulties not reasonably foreseeable at the time such schedules were tendered. All schedules and changes thereto shall specify volumes by point of receipt and point of delivery. The Company may refuse to receive or deliver any gas not timely and properly scheduled, and transporter shall indemnify and hold the Company harmless from any liability to the Company or any other person for such refusal.</p> <p>At least ten (10) days prior to the first day of each billing period, transporter or its designee shall furnish to the Company a schedule, commonly referred to as a "nomination letter", showing the estimated daily quantity of gas it desires the Company to transport during such billing period.</p> <p>Transporter shall give the Company at least twenty-four (24) hours notice prior to any proposed change in its schedule. Such changes shall be kept to a minimum, as permitted by operating conditions, and the dispatchers for the transporter and Company shall diligently cooperate to this end. The Company and transporter shall inform each other of any other changes of deliveries immediately. Telephonic notice is acceptable for said scheduling changes.</p> <p>Upon receiving written permission from customer, the Company shall provide customer consumption information and/or receive transportation nominations from those individuals or firms so indicated by customer.</p> <p><u>Nominations</u></p> <p>Upon mutual written agreement, and at no additional charge to customer, the Company, will act as customer's agent with regard to nominating transportation volumes. In no event will the Company, in its role as agent, purchase transportation volumes on behalf of a Customer.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>			

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 34 Sheet No. <u>34</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>TRANSPORTATION SERVICE (TS)</b>		
<p><u>Responsibility During Transportation</u></p> <p>The Company shall be deemed to be in control and possession of the transporter owned gas transported hereunder only after the gas is received at the point of receipt by the Company, and before it is delivered at the point of delivery to transporter. Transporter shall be deemed to be in control and possession of the gas transported at the point of delivery and thereafter. The party deemed to be in control and possession of the gas shall indemnify and hold harmless the other party with respect to any losses, injuries, claims, liabilities or damages caused by the gas transported and occurring while the gas is in its possession. Title to the gas shall remain vested in transporter at all times during transportation.</p> <p><u>Warranty</u></p> <p>Transporter shall warrant that it will, at the time of delivery of gas to the Company, have good title to all such gas, and that such gas will be free from all liens, encumbrances and claims whatsoever. Transporter shall, as to the gas which is delivered to the Company and the transporting interstate pipeline company, indemnify and save the Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, fees or charges thereon.</p> <p><u>Installation of Meters and Regulators</u></p> <p>The Company shall install, maintain and operate at no additional expense, at or near the point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to transporter shall be measured. The Company shall also install, maintain and operate at its own expense, at or near the point of delivery, such pressure regulating equipment as may be necessary. No charge shall be made by the transporter for the use of the premises occupied by the Company's metering and regulating equipment.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  Cancells	First Revised Original	Sheet No. 35 Sheet No. <u>35</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>TRANSPORTATION SERVICE (TS)</b>		
<p><u>Transporter's Installation</u></p> <p>Transporter shall, at his own risk and expense, install all suitable apparatus on his side of the Company's meter, such as shut-off valves, regulators, relief valves, safety pilots and all other devices necessary to adequately protect his facilities. Such installation shall be of such character that they will not introduce injurious disturbances in the Company's line, and the apparatus shall be selected and used so as to secure the highest practicable point of efficiency and safety. Transporter shall install and maintain his gas apparatus so as to conform to good practice applying to such installation. The Company assumes no responsibility for the design or condition of the transporter's installation.</p> <p><u>Company's Facilities</u></p> <p>Transporter agrees to protect at all times the property of the Company on the premises of the transporter and shall permit no one but the agents of the Company, and other persons authorized by law, to inspect or handle the piping, meters or other apparatus of the Company. Transporter shall not make, or permit to be made, any changes on his premises which will endanger the Company's facilities or cause an unsafe condition to exist relating to persons or property on or adjacent to transporter's premises.</p> <p><u>Access</u></p> <p>The Company shall have the right to enter the premises of transporter at all reasonable times for the purpose of installing, inspecting, testing, repairing, or changing its apparatus or facilities, or for the removal of its property from the transportation under this tariff.</p> <p><u>Quality</u></p> <p>It shall be the responsibility of the transporter to assure that the quality of the gas delivered to the interstate pipeline(s) for ultimate delivery hereunder meets all specifications of the transporting interstate pipeline(s). Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove customer's obligations under this tariff or any contract pursuant thereto.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 36 Sheet No. <u>36</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>TRANSPORTATION SERVICE (TS)</b>		
<p><u>Force Majeure</u></p> <p>Neither the Company nor transporter shall be liable in damages to the other for any act, omission or circumstances occasioned by, or in consequence of, any acts of God, any acts of third parties selling, delivering or transporting gas to or for transporter, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, temporary failure of gas supply, the binding order of any court of governmental authority, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the one claiming suspension and which, by the exercise of due diligence, it is unable to prevent or overcome.</p> <p><u>Requesting Transportation</u></p> <p>A transporter shall request transportation by transmitting to the Company an executed Transportation Agreement. Nothing in this tariff shall preclude the Company and transporter from negotiating additional terms and conditions ("additional terms") which are for their mutual benefit, so long as the additional terms do not conflict with the other terms and conditions of these tariffs. Any additional terms negotiated which are general in nature shall be offered by the Company to any other transporters similarly situated.</p> <p><u>Billing Service</u></p> <p>When requested, the Company will provide a billing service for marketers whereby it will add to the Company's transportation service billing, the marketer charges for gas supplies. Any partial payment of a combined bill will first be credited to pay Company Transportation Service and any related regulated utility charges with any remainder then credited to pay the marketer's charges.</p> <p>A customer will not be subject to discontinuance for failure to pay any part of a marketer's charges. Company will at no time be deemed to have title to the volumes of gas transported.</p> <p>The Company will bill the marketer a billing service charge of \$35.00 per bill per month.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1

Second Revised Sheet No. 37  
Cancels First Revised Sheet No. 37

Missouri Gas Utility, Inc.  
Name of Issuing Company

All Towns and Communities\*  
For: Within MGU Certificated Service Areas \*  
Community, Town or City

### TRANSPORTATION SERVICE (TS)

Missouri Gas Utility, Inc.  
Standard Form of Gas Transportation Service Agreement

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between Missouri Gas Utility, Inc., 7810 Shaffer parkway, Suite 120, Littleton, CO 80127, hereinafter called "Company" and \_\_\_\_\_, having a mailing address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, hereinafter called "Transporter".

#### THE PARTIES REPRESENT:

Transporter has by separate agreement acquired supplies of natural gas, hereinafter referred to as "Transporter's Gas", to be delivered to Delivery Point(s): and

Transporter will cause Transporter's Gas to be delivered to Company's Receipt Point(s) as specified in Exhibit \_\_\_\_\_; and

Transporter has requested and Company agrees to receive and transport Transporter's Gas from the Receipt Point(s) to the Delivery Point(s), as specified in Exhibit \_\_\_\_\_, on a firm capacity and firm supply reservation basis (if applicable); and Transporter assumes responsibility for the installation and maintenance costs for a communication line necessary for electronic metering for the facility(s) specified in Exhibit \_\_\_\_\_.

#### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Transporter acknowledges that gas transportation service provided hereunder is subject to the terms and conditions of Company's applicable gas transportation service (TS) tariff and the Rules and Regulations as on file and in effect with the Missouri Public Service Commission (MPSC), and as may be amended, modified, reissued and made effective from time to time as provided by law.

2) Rates and Payment: Transportation service, Firm Capacity service and Firm Supply Reservation Service provided by Company under this Service Agreement shall be paid for by Transporter at the charges under the standard rate set forth in the Company's gas transportation service (TS) tariff unless otherwise specified in Exhibit \_\_\_\_\_. Applicable monthly charges shall be paid at the rate set forth in Exhibit \_\_\_\_\_.

\* Indicates New Rate or Text

+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  Cancell	First Revised Original	Sheet No. 37A Sheet No. <u>37A</u>				
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City				
<b>TRANSPORTATION SERVICE (TS)</b>						
<p>3) <u>Term - Effective Date:</u> Service shall begin on the Commencement Date of the Agreement specified on Exhibit _____, and shall continue until the Termination Date of that Agreement, and from year to year thereafter unless terminated by either party upon thirty (30) days written notice at the end of the primary term or any succeeding year thereafter.</p> <p>4) <u>Notices:</u> Except as otherwise provided, any notice or information that either party may desire to give to the other party regarding this Agreement shall be in writing to the following address, or such other address as either of the parties shall designate in writing:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           Company:  <u>Payments only:</u>    Missouri Gas Utility Inc.                                     Accounts Receivable                                     7810 Shaffer Parkway                                     Suite 120,                                     Littleton, CO 80127         </td> <td style="width: 50%; vertical-align: top;"> <u>All Others:</u>        Missouri Gas Utility Inc.                                     7810 Shaffer Parkway,                                     Suite 120,                                     Littleton, CO 80127         </td> </tr> </table> <p>Transporter:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>Invoices Only:</u> _____                                     _____                                     _____                                     _____  <u>Phone #:</u> _____  <u>Fax #:</u> _____         </td> <td style="width: 50%; vertical-align: top;"> <u>All Others:</u> _____                                     _____                                     _____                                     _____  <u>Phone #:</u> _____  <u>Fax #:</u> _____         </td> </tr> </table> <p>Routing communications, including monthly statements and payments, shall be considered as duly delivered or furnished three (3) days after being mailed or when transmitted electronically.</p> <p style="margin-top: 40px;">* Indicates New Rate or Text          + Indicates Change</p>			Company: <u>Payments only:</u> Missouri Gas Utility Inc. Accounts Receivable 7810 Shaffer Parkway Suite 120, Littleton, CO 80127	<u>All Others:</u> Missouri Gas Utility Inc. 7810 Shaffer Parkway, Suite 120, Littleton, CO 80127	<u>Invoices Only:</u> _____ _____ _____ _____ <u>Phone #:</u> _____ <u>Fax #:</u> _____	<u>All Others:</u> _____ _____ _____ _____ <u>Phone #:</u> _____ <u>Fax #:</u> _____
Company: <u>Payments only:</u> Missouri Gas Utility Inc. Accounts Receivable 7810 Shaffer Parkway Suite 120, Littleton, CO 80127	<u>All Others:</u> Missouri Gas Utility Inc. 7810 Shaffer Parkway, Suite 120, Littleton, CO 80127					
<u>Invoices Only:</u> _____ _____ _____ _____ <u>Phone #:</u> _____ <u>Fax #:</u> _____	<u>All Others:</u> _____ _____ _____ _____ <u>Phone #:</u> _____ <u>Fax #:</u> _____					

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 37B Sheet No. <u>37B</u>
For: <u>All Towns and Communities*</u> <u>Within MGU Certificated Service Areas *</u> Community, Town or City			
<b>TRANSPORTATION SERVICE (TS)</b>			
5) <u>Assignment - Consent</u> : This written Service Agreement shall not be assigned by either party hereto, without prior written consent of the other party and shall apply only to the service provided hereunder. Consent for assignment of Service Agreement shall not be unreasonably withheld by or from either party.			
6) <u>Cancellation of Prior Agreement</u> : This Service Agreement supersedes, cancels and terminates, as of the date of this Service Agreement, the following agreements and any amendments: Document No. _____ Dated: _____			
7) <u>Cancellation of This Service Agreement</u> : In the event Transporter no longer requires Firm Transportation service and Receiving Party obtains alternate transportation service or converts to an alternate fuel prior to the end of the Contract Period, or any subsequent Contract Period, Transporter shall pay Company a termination charge equal to the Firm Supply Reservation Charge and the Firm Capacity Charge, if applicable, multiplied by the number of months remaining in any Contract Period.			
8) <u>Exhibits and Addendums</u> : All Exhibits attached hereto are incorporated into the terms of this agreement.			
IN WITNESS WHEREOF, the parties have executed this Firm Gas Transportation Service Agreement as of the day and year first above written.			
Document #: _____			
Company: Missouri Gas Utility, Inc.		Transporter: _____	
By: _____		By: _____	
Title: _____		Title: _____	
Taxpayer ID #: _____		Taxpayer ID #: _____	
Witness/Attest: _____		Witness/Attest: _____	
* Indicates New Rate or Text + Indicates Change			

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

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

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

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



P.S.C. MO No. 1  Cancell	First Revised Original	Sheet No. 37C Sheet No. <u>37C</u>	
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City	

TRANSPORTATION SERVICE (TS)

Document No. \_\_\_\_\_

EXHIBIT \_\_\_\_\_

TO THE FIRM TRANSPORTATION SERVICE AGREEMENT

BETWEEN

\_\_\_\_\_ (Transporter)

AND

MISSOURI GAS UTILITY, INC. (Company)

1) PRIMARY RECEIPT POINT(S)

\_\_\_\_\_

Peak Day Quantity, Dth/Day \_\_\_\_\_

2) DELIVERY POINT(S)

Receiving Party & Service Addr.	Firm Capacity Peak Day Quantity	Customer Charge	Transportation Commodity Charge	Term of Rate	Date of First Delivery	Commencement Date of Agreement	Termination Date of Agreement

Total Peak Day Quantity:

Capacity: \_\_\_\_\_ Dth/Day

Supply: \_\_\_\_\_ Dth/Day

\* Indicates New Rate or Text  
 + Indicates Change

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

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

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

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

	First Revised	Sheet No.	38
Cancels	Original	Sheet No.	<u>38</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

For:  $\frac{\text{All Towns and Communities}^*}{\text{Within MGU Certificated Service Areas}^*}$   
Community, Town or City

### BILLING OF LICENSE, OCCUPATION OR OTHER SIMILAR CHARGES OR TAXES

### Billing of License, Occupation or Other Similar Charges or Taxes

There shall be added to the customer's bill, as a separate item, an amount equal to any license, occupation, or other similar charge or tax now or hereafter imposed upon the Company, whether imposed by ordinance or franchise or otherwise, applicable to gas service by the Company to the customer.

Where such charge or tax is imposed as a percentage of gross or net receipts or revenues from sales of gas, the amount of such charge or tax applicable to gas service to a customer shall be determined by applying the rate imposed by the taxing authority.

Where such charge or tax is not imposed as a percentage of gross or net receipts or revenues from sales of gas, the amount of such charge or tax applicable to gas service to a customer shall be determined by applying the rate imposed by the taxing authority billed during the previous billing month.

Where more than one such charge or tax is imposed by a taxing authority, the total of such charges or taxes applicable to a customer may be billed to the customer as a single amount.

Charges or taxes referred to in this schedule shall in all instances be billed to customers on the basis of Company rates effective at the time of billing. There shall be returned or credited to customers, in accordance with the Purchased Gas Adjustment Clause, that part of such charges or taxes which is collected from customers but is not paid by the Company to taxing authorities because of refunds which the Company may receive and subsequently does receive from the Company's suppliers and which refunds are returned or credited to the Company's customers.

\* Indicates New Rate or Text  
+ Indicates Change

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

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

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

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

P.S.C. MO No. 1

Second Revised Sheet No. 39  
Cancels First Revised Sheet No. 39

Missouri Gas Utility, Inc.  
Name of Issuing Company

All Towns and Communities\*  
For: Within MGU Certificated Service Areas \*  
Community, Town or City

**MISSOURI SCHOOL PILOT PROGRAM  
TRANSPORTATION SERVICE RATE SCHEDULE**

1. Availability

This service is available to any eligible school entity as defined in Section 393.310.2(3), RSMo. (Cum.Supp. 2002) within Missouri Gas Utility, Inc., Inc.'s (Company's) service area who has purchased natural gas from a third party supplier and desires transportation of those volumes through the Company's facilities. All provisions of the Transportation Service, Tariff Sheet Nos. 7-20.1, inclusive, shall apply to this program, unless otherwise indicated below. Transporter shall be required to execute a Transportation Agreement prior to receiving service under this Rate Schedule. This service shall be offered upon approval by the Missouri Public Service Commission as a pilot program in accordance with Section 393.310, RSMo. (Cum.Supp. 2002). As a condition of taking this transportation service, an eligible school entity must agree to pay local gross receipts taxes, or local franchise taxes, or other similar local fees or taxes, in a manner similar to the way such taxes would be paid if service were not taken under the experimental school program but under rate schedules GS, CS or LVS.

2. Applicability of Missouri School Pilot Program

- a. Participants should notify the Company no later than sixty (60) days prior to service beginning date. Transporter shall agree to remain on this Rate Schedule for a period of not less than one year.\*  
Transporter may return to sales service on November 1 of any year by giving the Company notice no later than September 1 of that year.
- b. Company will prepare a contract for execution by the Pool Operator addressing its obligations in respect to Nominations, Balancing Charges and Cash-Out provisions and other applicable charges.
- c. Pool Operator is defined as the entity responsible on the Transporter's behalf, to contract for, and cause delivery of, adequate natural gas supplies necessary to meet the Transporter's Forecasted Daily Gas Supply Requirements. The Missouri School Board Association will select the Pool Operator for this Pilot Program.

\* Indicates New Rate or Text

+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  Cancell	First Revised Original	Sheet No. 40 Sheet No. <u>40</u>	
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City	
<b>MISSOURI SCHOOL PILOT PROGRAM TRANSPORTATION SERVICE RATE SCHEDULE</b>			
<p>d. Pool Group is defined as the transporters or schools participating in this Pilot Project. A customer is assigned to a specific pool group on the basis of the connecting pipeline which serves the respective customer.</p> <p>e. The Pool Operator will be responsible for forecasting the Daily Gas Supply Requirements of participating eligible school entities. The Company will initially provide historical monthly consumption information to the Pool Operator to assist it in the determination of the Daily Gas Supply Requirements of participating school entities. The Pool Operator will be responsible for taking the Forecasted Daily Gas Supply Requirement determined by the Pool Operator and the Company and provide a nomination to the interstate pipeline supplier and the Company. Nomination Procedures and Balancing Charges will be handled in accordance with Sections 3, and 4 set forth below.</p> <p>f. The Pool Operator shall be responsible for pipeline imbalances, cash-outs, penalties, overrun gas charges or other charges it may create with the pipeline suppliers. All balancing charges or balancing-related obligations shall be the responsibility of the Pool Operator. Should the Pool Operator fail to satisfy such obligation, each individual transporter within such Pool Group shall remain responsible for their obligations. The Pool Operator shall enter into a group balancing agreement with the Company for a term of not less than one year.</p> <p>3. Nomination Procedures</p> <p>a. The Pool Operator will actively confirm with the Company's Gas Supply Department by 3:00 p.m. (CST) six (6) working days prior to the end of the preceding month the aggregated daily volumes and associated upstream transportation contract number(s) to be delivered for the Pool Group on whose behalf they are supplying natural gas requirements. This information will be relayed using Company's standard nomination form.</p> <p>b. In the event the Pool Operator must make any changes to the nomination during the month, the Pool Operator must directly advise Company's Gas Supply Department of those changes by 9:00 a.m. (CST) on the day preceding the effective date of the change. The Pool Operator must obtain prior approval from the Company to change the total daily volumes to be delivered to the city gate.</p> <p>* Indicates New Rate or Text          + Indicates Change</p>			

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

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

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

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

P.S.C. MO No. 1  Cancells	First Revised Original	Sheet No. 41 Sheet No. <u>41</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>MISSOURI SCHOOL PILOT PROGRAM TRANSPORTATION SERVICE RATE SCHEDULE</b>		
<p>4. Transporter (s) Balancing Obligation</p> <p style="margin-left: 40px;">a. The Transporters will be responsible for any imbalances between the Forecasted Daily Gas Supply Requirement and the actual consumption caused by differences between actual weather and forecasted weather. An aggregation and balancing charge of \$.04 per Mcf on all throughput will be collected to offset the costs incurred by the Company to provide this service during the first year of availability and as approved by the Commission for subsequent years. Balancing charges will be collected and credited to the monthly cost of the Purchased Gas Adjustment Clause.</p> <p style="margin-left: 40px;">b. Transporters within the Pool Group for respective Company pricing zones on common pipeline will have the obligation to insure that their Pool Operator delivers the Forecasted Daily Gas Supply Requirement volume to the Company's city gate. Transporters will be held responsible for any and all charges levied against their Pool Operator which are not paid.</p> <p style="margin-left: 40px;">c. Transporters within one Pool Group will be treated as one customer for balancing. Consumption for all Transporters under this Pilot Program will be aggregated to be compared to monthly aggregated Confirmed Nominations to calculate the Monthly Imbalance. Any imbalances and cash-outs will be treated pursuant to the terms of Tariff Sheet Nos. 10-12, inclusive.</p> <p>5. Capacity Release Provisions</p> <p style="margin-left: 40px;">It shall be the obligation of the Transporter or the Pool Operator, as Transporter's agent, to obtain sufficient pipeline capacity to deliver Transporter's gas to the Transporter. However, to the extent that the Company has excess capacity available that may be released, the Transporter or Pool Operator, shall purchase Company's excess capacity, at Company's cost, prior to obtaining capacity from other sources.</p>          <div style="margin-left: 40px;"> <p>* Indicates New Rate or Text</p> <p>+ Indicates Change</p> </div>		

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

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

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

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

	First Revised	Sheet No.	42
Cancels	Original	Sheet No.	<u>42</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: All Towns and Communities\*  
Within MGU Certificated Service Areas \*  
Community, Town or City

## MISSOURI SCHOOL PILOT PROGRAM TRANSPORTATION SERVICE RATE SCHEDULE

## 6. Billing

- a. Each Pool Operator shall pay the Company an Administrative Fee of \$250.00 per month.
- b. Customer will be billed any pipeline transition cost recovery factor which would otherwise be applicable as a system sales customer.
- c. ACA charges related to prior periods approved by the Commission will apply and will be billed to the customer.
- d. The Pool Operator will be billed all Overrun charges and cash-outs.

## 7. Taxes

In addition to local franchise taxes specified under Paragraph 1, above, schools shall agree to pay franchise tax on commodity transportation if applicable to Sales service for schools. Transportation shall be billed any applicable proportionate part of any directly allocable tax, impost or assessment imposed or levied by a governmental authority, which is assessed or levied against the Company or affects the Company's cost of operation and which the Company is legally obligated to pay on the basis of meters, customers, or rates of, or revenues from gas or service sold, or on the volume of gas produced, transported, purchased for sale, or sold, or on any other basis where direct allocation is possible, including the present Missouri State Sales Tax now in effect.

\* Indicates New Rate or Text

+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  Canceled  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	First Revised Original  For:	Sheet No. 43 Sheet No. <u>43</u>  All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>MISSOURI SCHOOL PILOT PROGRAM TRANSPORTATION SERVICE RATE SCHEDULE</b>		
<p>8. Terms of Payment          Bills are delinquent if unpaid after the twenty-first (21st) day following rendition. Rendition occurs on the date of physical mailing or personal delivery, as the case may be, of the bill by the Company.</p> <p>The Company shall add to any delinquent unpaid bill a sum equal to one and one half percent (1-1/2%) of the outstanding balance. In calculating the outstanding balance for these purposes, the Company may not include any amounts due to deposit arrears and amounts agreed to be paid under any deferred payment agreement. An unpaid bill shall be any undisputed amount that remains owing to the Company at the time of the rendition of the next bill. Failure to pay the late payment charge is grounds for discontinuance of service.</p> <p>9. Rules and Regulations          Service will be furnished in accordance with Company's Standard Rules and Regulations.</p> <p>10. Reporting Requirements          The company shall, no later than June 1st of each year of the experimental program, provide records of the revenues and expenses incurred as a result of this experimental program. These records shall be provided to the Staff of the Missouri Public Service Commission and the Office of the Public Counsel and shall be categorized in sufficient detail to permit the PSC Staff and Office of the Public Counsel to determine what under or over recovery of expenses may be taking place at that time and to determine what changes in rates, if any, may be appropriate at that time to prevent any harm to the groups identified in RSMo section 393.310. The Commission may, no later than November 1st of each year of the experimental program, implement any adjustments in rates it deems appropriate to comply with RSMO section 393.310.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  Canceled  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	First Revised Original  For:	Sheet No. 44 Sheet No. <u>44</u>  All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>PURCHASED GAS ADJUSTMENT CLAUSE</b>		
<p>I. PGA Filing Requirements and Applicability:</p> <p>The purchased Gas Adjustment (PGA) Clause applies to all sales and transportation services provided under all natural gas rate schedules and contracts. For purposes of this clause the term “cost of gas” shall include the cost paid to suppliers for the purchase, transportation and storage of gas.</p> <p>As an alternative to proration, the Company may bill its customers the newly effective rates only when all service being billed is service taken after the effective date of the new rates. As long as any of the service periods being billed a customer contains service taken prior to the period before the new rates are effective, the Company can bill only the old rates.</p> <p>All PGA factors are subject to review and approval by the Commission. All PGA factors are interim and subject to adjustment as part of the ACA review. Any PGA filing shall not be approved unless it has first been on file with the Commission for a period of ten (10) business days. The PGA factors approved by the Commission shall remain in effect until the next PGA becomes effective hereunder, or until otherwise changed by law or order of the Commission. Each PGA factor filed hereunder shall cancel and supersede the previously effective PGA factors and shall reflect the current purchased gas cost to be effective thenceforth.</p> <p>All necessary supporting documentation must be provided with the PGA filings, including worksheets showing the calculation of the estimate of the Company’s gas costs, volumes purchased for resale, the projected monthly demand levels, supply options, transportation demand levels, transportation options, storage options, and other miscellaneous charges and revenues that affect the PGA rate calculation.</p> <p>The Company shall file a “Total PGA” factor which shall consist of two parts:</p> <ul style="list-style-type: none"> <li>a) The Purchased Gas Adjustment “RPGA” factor as defined in Section II; and</li> <li>b) The Actual Cost Adjustment “ACA” which results from the corrections made through the Deferred Purchased Gas Cost-Actual Cost Adjustment Accounts, described in Section III of this clause.</li> </ul> <p>* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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



P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 45 Sheet No. <u>45</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City

**PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D.)**

At least ten (10) business days before applying the November and any optional filings, the Company shall file with the Commission an Adjustment Statement and related information showing:

- a) The computation of the revised purchased gas costs factors as described herein; and,
- b) A revised Sheet No. 51 setting forth the service classifications of the Company to which the cost changes are to be applied, the net amount per Ccf, expressed to the nearest \$0.0001 to be used in computing customers' bills, and the effective date of such revised change.

The Company shall also file with the Commission copies of any orders, contracts, or other pertinent information applicable to the wholesale rates charged the Company by its natural gas suppliers. The Company shall adequately and completely document purchasing and delivery activities for purposes of its annual gas cost audit.

Electronic Format Submittal of Worksheets for PGA Changes. All PGA filings shall be accompanied by detailed work papers supporting the filing in an electronic format. Sufficient detail should be provided for Staff to ascertain the level of hedging that is used to develop the gas supply commodity charge for the PGA factor.

A. PGA Filings:

The Company shall have the opportunity to make up to four (4) PGA filings each year; a required Winter PGA and three (3) Optional PGAs. The Winter PGA shall be filed between October 15 and November 4 of each calendar year. The Optional PGAs shall be filed when the Company determines that elements have changed significantly from the currently effective factor. The Optional PGAs shall not become effective in two consecutive months unless specifically ordered by the Commission.

The Winter PGA shall contain rates reflecting: (1) all of the Company's ACA adjustments and Refund factor adjustments relating to or arising during the immediately preceding 12-month ACA period; (2) Company's then current estimate of gas cost revenue requirements for the period between the effective date of filing and the next Winter PGA filing; and (3) any interest adjustments.

\* Indicates New Rate or Text  
+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  Cancells	Second Revised Sheet No.     46 First Revised     Sheet No. <u>46</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:     All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D.)</b>	
<p>If the Company chooses to make Optional PGA filings, the Winter PGA filing shall contain the rates reflecting: (1) all of the Company's ACA adjustments and Refund adjustments relating to or arising during the immediately preceding 12-month ACA period; (2) Company's estimate of annualized gas cost revenue requirements for the period between the effective date of the Winter PGA and the next Winter PGA filing; and (3) any interest. The Optional PGA shall contain rates maintaining (1) all of the Company's ACA adjustments and Refund adjustments relating to or arising during the prior ACA period; and adjusting rates for (2) Company's estimate of annualized gas cost revenue requirements for the period between the effective date of the Optional PGA and the effective date of its next Winter PGA; and (3) any interest.</p> <p><b>B. ACA Approach for Interest Calculations:</b></p> <p>For each month during the ACA period beginning September 1, 2003, and for each month thereafter, interest at a simple rate equal to the prime bank leading rate (as published in <i>The Wall Street Journal</i> on the first business day of the following month), minus two (2) percentage points, shall be credited to customers for any over-recovery of gas costs or credited to the Company for any under-recovery of gas costs. Interest shall be computed based upon the average of the accumulated beginning and ending monthly over- or under-recoveries of all PGA related costs that exceed \$50,000. The Company shall maintain detailed work papers that provide the interest calculation on a monthly basis. The Staff and Public Counsel shall have the right to review and propose adjustment to the Company's monthly entries to the interest calculation.</p> <p>The ACA method for tracking gas costs over- and under-recoveries and how interest levels and provisions, natural gas service related refunds, and the PGA is calculated and changed shall be reviewed by the Missouri Public Service Commission Staff, the Office of the Public Counsel, and Missouri Gas Utility, Inc., Inc. starting no later than April 1, 2005. *</p> <p style="margin-top: 40px;">* Indicates New Rate or Text          + Indicates Change</p>	

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 47 Sheet No. <u>47</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D.)

II. REGULAR PURCHASED GAS ADJUSTMENTS:

Charges for gas service contained in the Company's then effective retail rate schedules on file with the Missouri Public Service Commission shall be adjusted by a Regular Purchased Gas Adjustment (RPGA), determined in the following manner.

1. Computation of RPGA Factors:

The Company's RPGA factors shall be calculated based on the best estimate of the Company's gas costs and volumes purchased for resale, as calculated by the Company and approved by the Commission. Calculation of the best estimate of the Company's gas costs and volumes purchased for resale shall consider the Company's projected monthly demand levels, supply options, transportation options, storage options, and other miscellaneous charges and revenues that affect the RPGA rate calculation. The costs to be included in the RPGA rate calculation shall be limited to the projected costs necessary to deliver the volumes purchased for resale to the Company's city gate. The actual gas costs shall include the commodity cost of storage withdrawals and exclude the commodity cost of storage injections.

The gas cost revenue requirement component of the RPGA factor, relating to fixed pipeline transportation and storage charges, fixed gas supply charges, and other fixed FERC authorized charges, will be determined in a manner similar to the way they have historically been determined in the Company's PGA Clause.

For the gas commodity component of the RPGA factor, including variable transportation costs, gas supply commodity costs, and other FERC-authorized commodity charges, the Company will utilize any technique or method it deems reasonable for purposes of estimating the gas cost revenue requirement to be reflective for this component in each RPGA filing. The commodity-related charges shall include, but not be limited to, producer gas supply commodity charges, pipeline transmission and gathering commodity charges, expected costs or cost reductions to be realized for the entire winter period, related storage withdrawals, gas purchases under fixed-price contracts, the Company's use of financial instruments, except for call options for which only cost reductions expected to be realized during the months covered by the Company's PGA filing shall be reflected.

\* Indicates New Rate or Text  
 + Indicates Change

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

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

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

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

P.S.C. MO No. 1  Cancells	Second Revised Sheet No.     48 First Revised    Sheet No.     48
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:     All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D.)</b>	
<p>For transportation customers that purchase gas from the Company, Missouri Gas Utility, Inc., shall bill transportation customers the highest price gas taken during the billing month instead of the average rates contained in the RPGA computation. *The determination of this price shall be in accordance with the method described in section (4)(c)(1) of the Transportation Service (TS) section of this tariff.*The Company shall use the revenues of such billings as gas cost recovery for the development of the ACA factor herein provided.</p> <p><b>III.     DEFERRED PURCHASED GAS COST - ACTUAL COST ADJUSTMENT ACCOUNTS:</b></p> <p>The Company shall establish and maintain a Deferred purchased Gas Cost – Actual Cost Adjustment (ACA) Account which shall be credited with any over-recovery resulting from the operation of the Company's PGA procedure or debited for any under-recovery resulting from the same.</p> <p style="padding-left: 40px;">Such over-or under-recovery shall be determined by a monthly comparison of the actual (as billed) cost of gas as shown on the books and records of the Company for each cost month, exclusive of refunds and penalties, to the cost recovery by the Company for the revenue month corresponding to the cost month.</p> <p style="padding-left: 40px;">The cost recovery shall be calculated by multiplying the PGA class Ccf sales by the applicable effective revenue components (the RPGA factor and the ACA factor) related to the cost of gas purchased.</p> <p style="padding-left: 40px;">For each twelve-month billing period ended with the August revenue month, differences of the comparisons described above, including the balance or credit for the previous year, shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. "Actual Cost Adjustment" (ACA) factors shall be computed by dividing the cumulative balance of over-recoveries or under-recoveries by the estimated volumes of sales, by PGA class during the subsequent twelve-month period. These ACA factors shall be rounded to the nearest \$0.0001 per CCf and applied to billings, beginning with the November revenue month. These ACA factors shall remain in effect until superseded by subsequent ACA factors calculated according to this provision. The Company shall file any revised ACA factors in the same manner as all other adjustments performed in the PGA clause.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>	

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

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

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

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

Second Revised Sheet No. 49  
Cancels First Revised Sheet No. 49

For:  $\frac{\text{All Towns and Communities*}}{\text{Within MGU Certificated Service Areas*}}$   
Community, Town or City

## IV. REFUNDS

The Company shall file with the Commission and propose to make effective, the appropriate PGA Statement reflecting the decrease and an associated statement showing the computation of the refund adjustment in the same manner as all other adjustments performed in the PGA clause. The length of the refund period shall generally be twelve months. The Refund accounts shall be reviewed concurrently with the ACA factor audit.

**Pipeline Refund Booking.** Any refunds the Company receives in connection with natural gas services purchased together with any interest included in such refunds, will be refunded to the Company's applicable customers unless otherwise ordered by the Commission. Such refunds shall be credited to the ACA account in the month received and shall receive interest as part of the overall ACA interest calculation.

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

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

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

	First Revised	Sheet No.	50
Cancels	Original	Sheet No.	<u>50</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: All Towns and Communities\*  
Within MGU Certificated Service Areas \*  
Community, Town or City

## PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D.)

The refund interest rate shall be equal to the prime bank lending rate as published in *The Wall Street Journal* less two percentage points. The refund interest rate to be applied to the refund balance at the end of each month shall be equal to the arithmetic average of the refund interest rates in effect on each day during each month. The refund interest rate shall be used to make the initial estimate of the interest that will be included in each refund distribution and shall be equal to the refund interest rate in effect on the day of receipt of the supplier refund.

After the refunding period is completed, the difference between the refunds received from the Company's suppliers (including the Company's own additional interest) and the amounts refunded to the respective customer groups shall be determined and the difference retained in the refund accounts until such time as a subsequent refund.

The Company shall file refund factors in the same manner as all other adjustments made to this clause.

\* Indicates New Rate or Text  
+ Indicates Change

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

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

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

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

P.S.C. MO No. 1

Cancels  
Seventh Revised  
Sixth RevisedSheet No. 51  
Sheet No. 51Missouri Gas Utility, Inc.  
Name of Issuing CompanyFor: Harrison, Daviess and Caldwell\*  
Counties Certificated Service Areas\*  
Community, Town or City**PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D.)****ADJUSTMENT STATEMENT**

As provided in this Purchased Gas Adjustment Clause, the following adjustment(s) per Ccf will be made to the basic natural gas service schedules:

Schedule	Purchased Gas Cost	Actual Cost Adjustment	Refunds	TOP Factor	Total PGA
GS	\$0.6007+	\$0.0789	0	0	\$0.6796
CS	\$0.6007+	\$0.0789	0	0	\$0.6796
LVS	\$0.6007+	\$0.0789	0	0	\$0.6796
ISS	\$0.6007+	\$0.0789	0	0	\$0.6796

The TOP Factor, as provided in Sheet No. 24, shall also apply to all Ccfs delivered to transportation+ customers.

\* Indicates New Rate or Text

+ Indicates Change

Issue Date: June 3, 2009  
Month/Day/YearEffective Date: July 5, 2009  
Month/Day/YearIssued By: Timothy R. Johnston  
Vice President  
Name and Title of Issuing Officer7810 Shaffer Parkway, Ste. 120  
Littleton, Colorado 80127  
Company Mailing Address

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 52 Sheet No. <u>52</u>		
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	Benton and Pettis* <u>Counties Certificated Service Areas*</u> Community, Town or City		
<b>PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D.)</b>				
<b>ADJUSTMENT STATEMENT</b>				
As provided in this Purchased Gas Adjustment Clause, the following adjustment(s) per Ccf will be made to the basic natural gas service schedules:				
Schedule	Purchased Gas Cost	Actual Cost Adjustment Refunds	TOP Factor	Total PGA
GS	\$0.6007	0	0	\$0.6007
CS	\$0.6007	0	0	\$0.6007
LVS	\$0.6007	0	0	\$0.6007
The TOP Factor, as provided in Sheet No. 24, shall also apply to all Ccfs delivered to transportation+ customers.				
* Indicates New Rate or Text + Indicates Change				

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

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

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

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



P.S.C. MO No. 1

Original

Sheet No. 53

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: Gallatin, Hamilton, Coffey and  
Adjacent Certificated Service Areas  
Community, Town or City

**PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D.)**

THIS PAGE INTENTIONALLY LEFT BLANK

\* Indicates New Rate or Text

+ Indicates Change

Issue Date: \_\_\_\_\_  
Month/Day/Year

Effective Date: \_\_\_\_\_  
Month/Day/Year

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

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

Second Revised Sheet No. 54  
Cancels First Revised Sheet No. 54

For:  $\frac{\text{All Towns and Communities*}}{\text{Within MGU Certificated Service Areas*}}$   
Community, Town or City

## RECONNECTION OF SERVICE

+ Indicates Change

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	Second Revised Sheet No.    55 First Revised   Sheet No. <u>55</u>  All Towns and Communities* For: <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>GENERAL ITEMS</b>		
<u><b>DISCONNECTION OF SERVICE</b></u>  Effective with the effective date of this tariff sheet, charges for disconnection of service as shall be as follows:  (1) Residential customer -\$40.00+  (2) Commercial or industrial customer, the greater of:  (a) The applicable charge set out in (1) above; or  (b) A charge that is equal to the actual labor and material costs that are incurred to complete the disconnection of service.		
<u><b>SPECIAL METER READING CHARGE</b></u>  Effective with the effective date of this tariff sheet, charges for a customer-requested special meter reading by appointment as described in Rule No. 32, Page 86, of this tariff shall be as follows:  Special Meter Reading Charge -     \$20.00		
<u><b>COLLECTION TRIP CHARGE</b></u>  Effective with the effective date of this tariff sheet, the collection trip charge as described in Rule No. 33, Page 86, of this tariff shall be as follows:  Collection Trip Charge -               \$40.00+		
<u><b>NON-SUFFICIENT FUNDS CHECKS CHARGE *</b></u>  Effective with the effective date of this tariff sheet, the charge for a check which is tendered to the Company which is dishonored for reasons other than bank error shall be as follows: *  Non-Sufficient Funds Check Charge -   \$30.00*		
* Indicates New Rate or Text + <b>Indicates</b> Change		

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

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

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

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

	First Revised	Sheet No.	56
Cancels	Original	Sheet No.	<u>56</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: All Towns and Communities\*  
Within MGU Certificated Service Areas \*  
Community, Town or City

## GENERAL ITEMS

THIS PAGE INTENTIONALLY LEFT BLANK

\* Indicates New Rate or Text  
+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  Canceled  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	First Revised Original  All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City	Sheet No. 57 Sheet No. <u>57</u>
<b>RULES AND REGULATIONS</b>		
<p>(1) Definitions</p> <p><u>Company</u>. The word "Company" as used herein means the Missouri Gas Utility, Inc., Inc. acting through its duly authorized officers, employees, or other agents within the scope of their regular duties.</p> <p><u>Customer</u>. Any person or legal entity responsible for payment for service at any single specified location on Missouri Gas Utility, Inc.'s distribution system, except one denoted as a guarantor. A customer of Missouri Gas Utility, Inc. must be the end-user of natural gas at any single specified location on its distribution system. Missouri Gas Utility, Inc. will not offer any natural gas service (sales or transportation) to any person or legal entity who is not an end-user of natural gas on Missouri Gas Utility's distribution system.</p> <p><u>Gas Service</u>. The availability of gas at delivery characteristics, irrespective of whether any gas is actually used.</p> <p><u>Gas Main</u>. The term "Main" shall mean a gas pipe, owned, operated and maintained by the company but does not include "gas service pipes".</p> <p><u>Gas Service Facilities</u>. The facilities joining the gas main to the point of delivery. These facilities include:</p> <ul style="list-style-type: none"> <li>(a) Gas Service Pipe</li> <li>(b) Gas Meter</li> <li>(c) Gas Regulator</li> </ul> <p><u>Gas Service Pipe</u>. The piping including valves and fittings joining the gas main to the inlet of the gas meter, but exclusive of gas regulators.</p> <p><u>Gas Meter</u>. The meter, or meters, together with any required auxiliary devices installed to measure the quantity of gas delivered to any individual customer at a single point of delivery.</p> <p><u>Gas Regulator</u>. The regulator, or regulators, if required, together with any auxiliary devices, installed to reduce or regulate the pressure of gas.</p> <p>* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 58 Sheet No. <u>58</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>		
<p><u>Load.</u> The amount of gas delivered or required at any specific point or points on a system; load originates primarily at the gas consuming equipment of the customer.</p> <p><u>Point of Delivery.</u> The point at which the Company's piping extending from the outlet of the gas meter is joined to the piping forming part of the customer's installation. The point of delivery shall be located within three feet of the meter outlet.</p> <p><u>Customer's Installation.</u> All piping, fixtures, valves, appliances, and apparatus of any kind or nature on the Customer's side of the point of delivery, useful in connection with the customer's ability to take gas service.</p> <p><u>Customer Extension.</u> Any branch from, or continuation of, existing facilities to the point of delivery to the customer, including increases of capacity of any of the Company's facilities, or the changing of any facilities to meet Customer's requirements and including all mains, service pipe, pressure regulators, and meters.</p> <p><u>Load Factor.</u> The ratio of the average requirement to the maximum requirements for the same time period.</p> <p>(2) <u>General</u></p> <p>The Company shall furnish service under its Rate Schedules and these Rules and Regulations as authorized by Public Service Commission of the State of Missouri. Copies of these as filed are available at the offices of the Company.</p> <p>The Rules and Regulations shall govern except as modified by special terms and conditions of the individual rates or written contracts.</p> <p>Certain classes of customers may qualify for service under more than one rate schedule. The availability of rates and the conditions under which they are applicable are set forth in the rate schedules of the Company.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No.     59 Sheet No. <u>59</u>	All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>				
<p>Unless otherwise specifically provided in any rate applicable or in a contract between the customer and the utility, the term of any agreement shall commence on the day the customer's installation is connected to the Company's service for the purpose of taking gas and shall continue thereafter until cancelled by either party.</p> <p><u>(3) Applications</u></p> <p>An application for service will be required of each customer. Such application shall contain the information necessary to determine the type of service required by the customer, the condition under which service will be rendered, and such credit information as the Company may require. The customer will elect which of the applicable rates is best suited to his requirements. Upon request the Company will assist the customer in making such election. The Company does not guarantee that customer will be served under the most favorable rate at all times, and will not be held responsible to notify customers of the most advantageous rate. No refund will be made representing the difference in charge under different rates applicable to the same class of service. The Company may require that the application or contract for service be in writing.</p> <p><u>(4) Rate Changes</u></p> <p>The customer shall agree to notify the Company promptly in writing of any material changes in his installation or load condition. Upon such notification, the Company will assist in determining if a change in rate schedules is appropriate or required. Not more than one optional change in rate schedules will be made within any twelve-month period unless the customer experienced a substantial change in the equipment in which the gas is used.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>				

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 60 Sheet No. <u>60</u>	All Towns and Communities* For: <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>				
<p>(5) <u>Deposits</u></p> <p><u>Residential Customers</u></p> <p>The Company may require a security deposit or other guarantee from residential customers as a condition of new service due to any of the following:</p> <p>(a) The customer has outstanding with a utility providing the same type of service, an unpaid service account which accrued within the last five years and at a time of request for service, remains unpaid and not in dispute.</p> <p>(b) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on about or delivered to the customer's premises within the last five (5) years.</p> <p>(c) The customer is unable to establish credit rating under standards contained in tariffs filed with and approved by the commission. Pending approval of such tariffs, the customer shall be deemed to have established an acceptable credit rating if the customer meets any of the following criteria: owns or is purchasing a home; is and has been regularly employed on a full time basis for at least one (1) year; has an adequate regular source of income; or can provide adequate credit references from a commercial credit source.</p> <p>(d) The Company may require a security deposit or other guarantee as a condition of continued service due to any of the following:</p> <p style="margin-left: 40px;">(1) The service of the customer has been discontinued by the Company for nonpayment of a delinquent account not in dispute.</p> <p style="margin-left: 40px;">(2) In an unauthorized manner, the customer interfered with or diverted the service of the Company on or about or delivered to the customer's premises.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>				

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

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

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

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



P.S.C. MO No. 1  Canceled	Second Revised Sheet No. 61 First Revised Sheet No. <u>61</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For: All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>RULES AND REGULATIONS CONTD)</b>	
<p>(3) The customer has failed to pay an undisputed bill before the delinquency date for five (5) billing periods out of twelve (12) consecutive billing periods. Deposits for gas service assessed under the provisions of subsections (d) (1) or (d) (3) of this section 5 during the months of November, December, and January may, if the customer is unable to pay the entire deposit, be paid by installments over a six (6) month period. Prior to requiring a customer to post a deposit under this subsection, the Company shall send the customer a written notice explaining the Company's right to require a deposit or include such explanation with each written discontinuance notice.</p> <p>(e) No deposit shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, and number of dependents, source of income, disability, or geographical area of residence.</p> <p>(f) A security deposit required pursuant to these rules is subject to the following terms and conditions:</p> <p>(1) A deposit shall not exceed two (2) times the highest bill for the Company 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 (c) of this rule, one-sixth (1/6) of the estimated annual bill for monthly billed customers at the requested service</p> <p>(2) The customer deposit interest during the calendar year will be simple interest of one percentage point (1.0%) above the prime rate published in the Wall Street Journal on the last business day in December of the prior year. Interest shall be either credited to the service account of the customer on an annual basis or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date upon which the Company has made a reasonable effort to return such deposit to the customer. This Rule shall not preclude Company from crediting interest upon each service account during one (1) billing cycle annually.*</p> <p>(3) Upon discontinuance or termination other than for a change of service address, the deposit, with accrued interest, shall be credited to the final bill and the balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill.</p> <p>* Indicates New Rate or Text          + Indicates Change</p>	

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 62 Sheet No. <u>62</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>		
<p>(4) Upon satisfactory payment of all undisputed Company charges during the last twelve (12) billing months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. The Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit.</p> <p>(5) The Company shall maintain a record of all deposits received from customers, showing the name of each customer who posted a deposit, the current address of the customer, the date and amount of the deposit, and the amount of interest paid and information to determine the earliest possible refund date.</p> <p>(6) Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a receipt as evidence thereof, unless the Company shows the existence or non-existence of a deposit on the customer's bill in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information: name of the customer; date of payment; amount of payment; identifiable name, signature, and title of the Company employee receiving payment; and statement of the terms and conditions governing the payment, retention and return of deposits.</p> <p>(7) The Company shall provide means whereby a person entitled to return of a deposit is not deprived of the deposit even though he may be unable to produce the original receipt for the deposit, provided he can produce adequate identification to insure that he is the customer entitled to refund to the deposit.</p> <p>(8) The Company shall provide means whereby a customer required to make a deposit, may pay such deposit by installments unless the Company can show likelihood that the customer does not intend to pay for such service.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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

	First Revised	Sheet No.	63
Cancels	Original	Sheet No.	<u>63</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: All Towns and Communities\*  
Within MGU Certificated Service Areas \*  
Community, Town or City

## RULES AND REGULATIONS (CONT'D.)

(g) In lieu of a security deposit the Company may accept the written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.

(h) A guarantor shall be released upon satisfactory payment of all undisputed Company charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute.

### Nonresidential Customers

A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement or other guarantees acceptable to the Company as may be required on all new nonresidential customers. A new nonresidential customer is a customer that is not currently receiving nonresidential service from the Company at another location.

The Company may require an existing nonresidential customer to make a cash security deposit or other suitable guarantee acceptable to the Company if the Company can show likelihood that the customer will be unable to pay for continued service.

\* Indicates New Rate or Text

+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 64 Sheet No. <u>64</u>  All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>			
<p>(6) <u>Rendering and Payment of Bills</u></p> <p>Bills based on meter readings will be determined by the Company on a monthly basis and rendered to the customer monthly in accordance with the terms of the applicable rate schedule. Bills are payable on or before the due date stated thereon. Failure to receive a bill will not entitle the customer to any discount or to the omission of any charge for nonpayment within the time specified. The word "month" as used herein and in the rates is hereby defined to be the elapsed time of approximately thirty days.</p> <p>(a) The Company shall attempt to secure an actual reading at least annually. Such attempt shall include personal contact with the customer to advise the customer of the regular meter reading date, or the Company will offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays.</p> <p>(b) The Company may render a bill based on estimated usage under the following conditions:</p> <p style="margin-left: 40px;">(1) When extreme weather conditions, emergencies, labor agreements or work stoppages prevent actual meter reading.</p> <p style="margin-left: 40px;">(2) When the Company is unable to obtain access to the customer's premises for the purpose of reading the meter, or in situations where the customer makes reading the meter unnecessarily difficult. If the Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer readings of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise.</p> <p style="margin-left: 40px;">(c) Estimated bills shall be computed on the basis of the customer's previous use, weather conditions, season of the year, and other information available bearing the customer's use.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>			

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

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

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

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

	First Revised	Sheet No.	65
Cancels	Original	Sheet No.	<u>65</u>

Missouri Gas Utility, Inc.  
Name of Issuing Company

For: All Towns and Communities\*  
Within MGU Certificated Service Areas \*  
Community, Town or City

## RULES AND REGULATIONS (CONT'D.)

(d) Estimated bills shall not be rendered as a customer's initial or final bill for service unless conditions beyond the control of the Company prevent an actual reading.

(e) If the Company underestimates a customer's usage, the customer shall be given the opportunity, if requested, to make payments in installments.

(f) Estimated bills should not be rendered for more than three consecutive billing periods except under conditions described in Section 6 (b) (1) and (b) (2) above, but if for some reason actual readings cannot be obtained, the Company shall advise the customer of the following: The bills being rendered are estimated;-such estimation may or may not reflect actual usage; and, the customer may read and report his usage to the Company.

## (7) Metering for Billing

If Company owns and installs more than one metered supply, except for the convenience of Company, on the customer premises, the rate for service furnished through each metered supply shall be determined as if such service were rendered to a separate customer.

(8) Resale

The gas supplied to a customer shall be for the use of the customer only and shall not be re-metered or sub-metered for resale to another or others.

\* Indicates New Rate or Text

+ Indicates Change

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No.     66 Sheet No. <u>66</u>	All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>				
<p>(9) Meter Tests</p> <p>Meters are the property of the Company and shall be tested at regular intervals.</p> <p>The Company at any time, upon the written or verbal request of a customer, will test the meter of such customer, provided only one such test shall be made free of charge within a twelve-month period, and the customer shall pay the cost of any additional tests within this period unless meter is shown to be inaccurate in excess of 2%. The customer may, if he notifies the Company, be present at such tests. In the event the registration is proved, by this test by the Company under standard methods, to be inaccurate in excess or deficiency for a period equal to one half of the time elapsed since the previous meter test, but not to exceed 3 months, no part of a minimum charge will be refunded.</p> <p>In the event of the stoppage or the failure of any meter to register, the customer shall be billed for such period not to begin prior to a point in time six months prior to the date customer was notified of a malfunction, on an estimated consumption based upon his use of gas in a similar period of like use.</p> <p>(10) Piping and Equipment</p> <p>All pipe and equipment beyond the Company's meter and accessories necessary to utilize service furnished by the Company, shall be maintained at all times in safe operating conditions and at the customer's expense. The customer, or owner, shall bring his piping to a point for connection to Company's meter or meters at a location satisfactory to the Company which provides easy access to the meter or meters. Any change of location of service line or meter requested by the customer shall be done by the Company at the expense of the customer, or owner. Upon written request of the customer, or owner, the Company will at its convenience make repairs to, replacements of, or clear obstructions in lines of the customer, or owner, and may charge the customer, or owner, for such labor and material as is necessary to place his lines in good operating condition.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>				

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

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

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

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

P.S.C. MO No. 1  Cancell	First Revised Original	Sheet No. 67 Sheet No. <u>67</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>		
<p>(11) <u>Customer's Liability</u></p> <p>The customer will be held responsible for broken seals, tampering or interfering with the Company's meter or meters or other equipment of the Company installed on the customer's premises, and no one except employees of the Company shall be allowed to make any repairs or adjustments to any meter or regulator belonging to the Company.</p> <p>Properly authorized employees of the Company shall have the right to enter the premises of the customer, or owner, at all reasonable hours and at any time in the case of an emergency, for the purpose of making such inspection of the customer's installation as may be necessary for the proper application of the Company's rates, rules and regulations; for installing, removing, testing or replacing its apparatus or property; for reading meters and for the removal of the Company's property in event of termination for any reason of service to the customer.</p> <p>Notwithstanding the foregoing, the Company shall not discontinue service to a customer, pursuant to paragraph (a)(4) of Rule 13, solely by reason of a refusal of that customer to grant access to the Company when the sole purpose of such access is to discontinue service to another customer. In addition, the Company shall not discontinue or threaten to discontinue service to a non-delinquent customer due solely to the delinquency of another customer.</p> <p>When, during normal working hours, the Company is unable to regularly secure access to the customer's premises for the purpose of obtaining meter readings, the Company may, when practical to do so, install on the meter a remote reading attachment. The attachment shall be installed upon agreement of the customer to pay 100% of the initial installation costs. The remote reading attachment and all parts and portions thereof, shall remain the property of the Company and shall be maintained by the Company. Any customer, whether or not access to his premises is a problem, may request the installation of such remote reading attachment and the company shall install same subject to the charge and conditions set out above. When the Company is unable for twelve successive regular meter reading times to secure access to a customer's premises for the purpose of obtaining a meter reading, the Company may discontinue service to the customer, upon giving the notice required by paragraph (a) of Rule 13, unless and until the customer shall contract for and permit the installation of a remote reading attachment subject to the charge and conditions set out above or until the customer has made provisions for future access acceptable to the Company.</p> <p>* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 68 Sheet No. <u>68</u>	All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>				
<p>(12) <u>Tampering Prohibited</u></p> <p>No person shall willfully destroy, injure, molest, tamper with, cover or introduce foreign substances into any of Company's mains, services, meters, valves, regulators, or any other equipment of the Company either directly or indirectly through a customer's installation, or otherwise. Neither shall any person willfully create any unsafe condition in or about any of the Company's said facilities and equipment, or willfully create any false indicia of any unsafe condition in any thereof.</p> <p>(13) <u>Discontinuance of Service</u></p> <p>The Company may discontinue its service to the customer for any one of the following reasons subject to the Missouri Public Service Commission's rules in 240-13.055 "Cold Weather Maintenance of Service":</p> <p style="margin-left: 40px;">(a) Upon written notice, delivered at least 96 hours prior to discontinuance, or sent by first-class mail at least ten (10) days prior to discontinuance for:</p> <div style="margin-left: 80px;"> <p>(1) Nonpayment of an undisputed delinquent account.</p> <p>(2) Failure to post a security deposit or guarantee acceptable to the Company.</p> <p>(3) Failure to comply with the terms and conditions of a settlement agreement.</p> <p>(4) Refusal after reasonable notice to permit purposes of inspection, meter reading, maintenance or replacement of Company equipment. If the utility has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.</p> <p>(5) Misrepresentation of identity for the purpose of obtaining service.</p> <p>(6) Violation of any other rules of the Company on file with and approved by the commission which adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery service.</p> </div> <p style="margin-left: 40px;">* Indicates New Rate or Text          + Indicates Change</p>				

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

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

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

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



P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 69 Sheet No. <u>69</u>  All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>			
<p>(7) As provided by state or federal law.</p> <p>(8) Unauthorized interference, diversion or use of the Company service situated or delivered on or about the customer's premises.</p> <p>(b) On the date specified on the notice of discontinuance or within eleven (11) business days after that, and subject to the requirements of these rules, a Company may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. Service shall not be discontinued on a day when utility personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day. 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.</p> <p>(c) The Company shall not discontinue residential service pursuant to Section (a) of Rule 13 unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. If written notice is delivered to the customer, it shall be done at least ninety-six (96) hours prior to discontinuance. Service of notice by mail is complete upon mailing. The Company shall maintain an accurate record of the date of the mailing. A notice of discontinuance of service shall not be issued as to a bill or portion of a bill currently the subject of a dispute pending the Company or the commission or shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement, unless the Company inadvertently issues such notice in which case the Company shall take necessary steps to withdraw or cancel such notice.</p> <p>(d) The notice of discontinuance shall contain the following information:</p> <p>(1) The name and address of the customer and the address, if different, where service is rendered.</p> <p>(2) A clear and concise statement of the reason for the proposed discontinuance of service and the cost of reconnection.</p> <p>* Indicates New Rate or Text          + Indicates Change</p>			

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

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

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

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

P.S.C. MO No. 1  Cancells	First Revised Original	Sheet No. 70 Sheet No. <u>70</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>		
<p>(3) The date on or after which service will be disconnected unless the customer takes appropriate action.</p> <p>(4) Terms under which customer may avoid discontinuance.</p> <p>(5) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time.</p> <p>(6) The telephone number and address of the Company where the customer may make inquiry of file complaint.</p> <p>(e) At least twenty-four (24) hours preceding discontinuance of service, the Company shall make reasonable effort to contact the customer to advise of the pending action and what steps must be taken to avoid discontinuance. Reasonable efforts shall include either a written notice following the notice pursuant to section (4), a door hanger or at least two (2) telephone call attempts reasonably calculated to reach the customer.</p> <p>(f) The Company may discontinue service without notice under the following conditions:</p> <p>(1) Because of a dangerous condition on the customer's premises in piping or gas consuming devices or for violation of any rules of the Company on file with and approved by the Commission which adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery systems.</p> <p>(2) On the request of the customer, subject to any existing agreement between the customer and the Company as to unexpired term of service.</p> <p>(14) <u>Reconnection of Service</u></p> <p>Upon the customer's request, the Company shall restore service promptly when the cause for discontinuance of service has been eliminated, applicable restoration charges paid and, if required, satisfactory credit arrangements have been made. At all times, a reasonable effort shall be made to restore 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 the customer.</p> <p>* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 71 Sheet No. <u>71</u>	All Towns and Communities* For: <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>				
<p>(15) <u>Company Inspection of Customer Premises</u></p> <p>(a) When gas is being supplied to any customer, and the Company receives notice that such customer intends to vacate the premises occupied, the Company shall promptly, but in no event later than four days (excluding Sundays and holidays) following such vacation, or if said notice of vacation is received by the Company after date of vacation, the Company shall promptly, but in no event later than four days (excluding Sundays and holidays) following date of said notice, shut off the gas supply to the premises unless owner or other person in charge thereof requests the Company to continue the gas supply. If continuance of gas supply is requested, the Company shall inspect the premises to determine that they are in a gas safe condition. Such owner or other person in charge of such premises shall make access to the premises available to the Company at all hours between 8:00 a.m. and 5:00 p.m. or at any time in case of emergency, so that such cut-off or inspection may be made.</p> <p>(b) Where service has been discontinued by shutting off the gas supply and service is requested by a new customer, before such service is reestablished, the Company shall make an inspection of the premises to determine that they are in a gas safe condition. Such new customer shall make access to the premises available to the Company at all hours between 8:00 a.m. and 5:00 p.m. so that such inspection may be made.</p> <p>(16) <u>Temporary Service</u></p> <p>Temporary service will be supplied under the applicable rate provided the customer pays all installation and removal costs for the required customer extension.</p> <p>(17) <u>Auxiliary Service</u></p> <p>The Company reserves the right to refuse auxiliary or breakdown service.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>				

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 72 Sheet No. <u>72</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>		
<p>(18) <u>Extensions of Distribution Facilities</u></p> <p>(a) <u>General</u>. The Company will install gas distribution main extensions in permanently established public streets, roads, and highways along the shortest practical route, as determined by the Company. Extensions of mains into or across private property will be made by the Company at its option, provided, that the right-of-way agreement and other conditions are satisfactory to the Company.</p> <p>The Company will install service pipe along the shortest and most practical route that will avoid future construction on applicant's property and permit a safe and satisfactory service pipe installation. Installation of service pipe across private property other than the property of the customer will be made only in those cases where the customer has secured and furnished the Company a right-of-way, for such service pipe, satisfactory to the Company.</p> <p>The customer shall provide a meter location on his property that is satisfactory to the Company.</p> <p>The customer shall protect the portions of the customer extension installed within his premises and shall, unless otherwise authorized by the Company, permit no one but the Company's employees or its authorized agents to handle same. In the event of loss or damage to such property of the Company arising out of carelessness, negligence, or misuse by the customer or his authorized agent the cost of making good such loss or repairing such damages shall be borne by the customer. Customer shall permit access to the Company's employees, or other authorized agents, for the purpose of inspecting, modifying, maintaining, or operating the Company's facilities at all times.</p> <p>(b) <u>Sizing of Customer Extension</u>. The Company will install only certain standard sizes of mains, service pipes, meters, and regulators in conjunction with the extension of its distribution facilities. The Company reserves the right, as economic or other conditions warrant, to change or modify its standards in this regard. Estimates of the cost of customer extensions will be based on the minimum size facilities which will adequately distribute the gas load to be served.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 73 Sheet No. <u>73</u>
For: <u>All Towns and Communities*</u> <u>Within MGU Certificated Service Areas*</u> Community, Town or City			
<b>RULES AND REGULATIONS (CONT'D.)</b>			
<p>(c) <u>Estimated Cost of Customer Extension.</u> Upon receipt of application from a prospective customer, the Company will estimate the cost of installing the customer extension necessary to provide the requested service. This estimate will control the amount of deposit which may be required of the prospective customer.</p> <p>The estimate will include all direct, indirect, and overhead costs. Overhead construction costs include administrative and general salaries and expenses, charges for injuries and damages, pensions, and other fringe benefits. Overheads transferred to construction are determined based on the percentage that construction payroll bears to total payroll and are distributed to construction work orders on a percentage allocation basis.</p> <p>(19) <u>Extensions of Mains</u></p> <p style="margin-left: 40px;">(a) General Terms</p> <p style="margin-left: 40px;">(1) The Company will install distribution main extensions (pipe) in established public streets, roads, and highways along the shortest practical route. Extensions into or across private property will be made at the Company's option, provided, that the right-of-way agreement(s) and other conditions are satisfactory.</p> <p style="margin-left: 40px;">(2) The Company will install service lines (pipe) on the applicant's property along the shortest and most practical route to permit a safe and satisfactory service line installation. Service lines installed across private property other than the property of the applicant will be made in those cases where the applicant has secured and furnished the Company a satisfactory right-of-way agreement.</p> <p>(20) <u>Service Line Extensions</u></p> <p style="margin-left: 40px;">(a) The Company will furnish meters, regulators, and accessories at no cost to measure the consumption of gas by the customer. The Company also will furnish at no cost a portion of the service extending from the main distribution tap to the service meter.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>			

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

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

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

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

P.S.C. MO No. 1  Cancells	First Revised Original	Sheet No. 74 Sheet No. <u>74</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>NATURAL GAS TARIFF</b>		
<p>(b) For residential or commercial applicants, the Company will furnish at its own expense an average of 200 feet of service line per meter from right-of-way line to owner's access point. Applicants requiring the installation of pipe over 200 feet will be required to pay in advance non-refundable aid-to-construction charges equal to \$3.00 per foot.</p> <p>(c) Service lines placed for the industrial applicants (as defined by the tariff) will be installed and billed on an individual case basis depending on the economic feasibility of the extension.</p> <p>(d) All parts and portions of service line and main distribution line extensions shall remain the property of the Company.</p> <p>(21) <u>Main Distribution Line Extensions</u></p> <p>(a) When at the request of residential or commercial applicant(s), it is necessary to extend a main distribution line, the Company will furnish an average of \$2000.00 of main distribution pipe investment per service meter.</p> <p>(b) For extensions estimated to cost more than \$2000.00 per meter, the Company will require an advance deposit from the applicant(s) an amount equal to the difference between the Company's contribution as shown in (a) and the estimated cost of the main line extension. The Company will refund with interest a prorated share of the extension deposit to the participating customer(s) for each additional customer connected to the extension within a five (5) year period. The refund interest rate shall be equal to the prime bank lending rate as published in <i>The Wall Street Journal</i> on the first business day of the following month less two percentage points. After five years, the Company will retain any unrefunded deposits for partial compensation of maintenance and operation of the extension.</p> <p>(c) Where an applicant along the extension refuses to participate in the extension and within three (3) years after completion of the extension, the applicant will be considered in re-determining the cost of the original extension. The applicant then will be required to make a deposit on the prorated share of the extension as specified in (b) above.</p> <p>(d) Customers with aid-to-construction deposits held by the Company and discontinuing service within the five (5) year period will not be eligible for deposit refunds.</p> <p>* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No.     75 Sheet No. <u>75</u>	All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>				
<p>(e) Distribution line extensions placed for industrial customers (as defined by the tariff) will be installed and billed on an individual case basis depending in the economic feasibility of the extension.</p> <p>(22) <u>Main Distribution Line Extensions to Undeveloped Areas</u></p> <p>(a) Before the Company will consider extending a main distribution line to undeveloped areas, i.e., subdivisions, trailer parks, industrial parks, the developer(s) must present to the Company a subdivided plat specifying the size and number of building lots and all planned streets, roads, alleys, and available easements. Furthermore, the Company will require the developer(s) to provide a copy of the property deed(s) and evidence that they meet all local and/or county zoning requirements. The Company reserves the right to develop a forecast and make a decision regarding construction of the main based on the feasibility of the project.</p> <p>(b) The Company will install distribution main lines in planned streets, roads, alleys, and right-of-ways along the shortest practical route provided that the applicable right-of-way agreement(s) and other conditions are satisfactory.</p> <p>(c) For extensions of main distribution lines into undeveloped subdivisions and trailer parks, the Company will require an advance deposit from the developer(s) an amount equal to the estimated cost of constructing such facilities.</p> <p>(1) For the purpose of determining the amount of advance payment, cost will include labor, materials, and indirect costs, i.e., supervision, engineering, freight and transportation, material handling, administrative costs and payroll costs that actually support construction.</p> <p>(2) The estimated cost of construction will be divided by the number of planned building lots specified on the plat for the purpose of determining the amount of refund per customer or building served.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>				

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 76 Sheet No. <u>76</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>		
<p>(d) The Company will refund with interest a prorated share of the advance deposit to the participating developer(s) for each customer connected to the extension within a five (5) year period. The refund interest rate shall be equal to the prime bank lending rate as published in <i>The Wall Street Journal</i> on the first business day of the following month less two percentage points. After five years, the Company will retain any unrefunded deposits for partial compensation of maintenance and operation of the extension, not to exceed 100% of the deposit.</p> <p>(e) Service lines will be extended to customers within the subdivision, trailer park, or industrial park according to the guidelines specified under the General Terms and Service Line Extension sections of this policy.</p> <p>(23) <u>Main and Service Pipe Extensions Beyond the Free Allowance</u></p> <p>Investment in the extension of mains and service pipes, in excess of that provided by the free allowance as determined under Section (d) or (e), whichever is applicable, will be made by the Company, provided the applicant requiring such extension deposits, as a contribution in aid-of-construction, the Company's estimated cost of such excess.</p> <p>(24) <u>Title to the Customer Extension</u></p> <p>All parts and portions thereof, regardless of any contribution made by the customer, shall be and remain in the Company.</p>		
<p>* Indicates New Rate or Text          + Indicates Change</p>		

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

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

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

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





P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 78 Sheet No. <u>78</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas *</u> Community, Town or City

**RULES AND REGULATIONS (CONT'D.)**

(25) Free Conversion Rules and Regulations

(a) Definitions

(1) Building Conversion - The placement, connection, and testing of interior pipe, fittings, and/or orifice(s) from the point of connection to a customer unit where propane is used.

(2) Building Installation - The placement, connection, and testing of interior pipe and fittings from the point of connection to a customer unit where propane is not used.

(3) Commercial Customer - One who uses or will use natural gas in a business establishment for the primary purposes of space heating or cooling, water heating, the operation of appliances, and/or meets the tariff specifications.

(4) Construction Window - A period of time beginning three (3) months prior to construction completion of a distribution line(s).

(5) Customer Unit - An. approved device or appliance designed to consume energy and produce heat according to the manufacturer's design and operating specifications. Approved units are listed in Sheet No. 83.

(6) Industrial Customer - One who uses or will use natural gas in a business establishment for the primary purpose of producing and/or manufacturing a product and meets tariff specifications including annual usage greater than 35,000 Ccfs.

(7) Point of Connection - Generally described as the connection of inside pipe to the service line at a building entrance near the service meter.

(8) Residential Customer - One who uses or will use natural gas for the primary purposes of space heating or cooling, water heating, and/or other appliances.

\* Indicates New Rate or Text  
 + Indicates Change

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 79 Sheet No. <u>79</u>  All Towns and Communities* For: <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>			
<p>(b) General Terms</p> <p>(1) The Company performs building installations and conversions where feasible and only according to local, state and federal codes and regulations. Also, the Company reserves the right to inspect and test all installations and conversions performed by other providers.</p> <p>(2) Installations and conversions are performed for residential, commercial, and industrial customers. Unit conversions are limited to the availability to standard orifice conversion kits and to specific qualifications of certified personnel. Under no circumstances will the Company authorize any customer units to be converted that adversely affect manufacturer's warranties, specifications, or safety of the unit.</p> <p>(3) When customer units require conversion by certified manufacturer's personnel, the Company will assist such activity whenever possible to provide for safe and timely conversions.</p> <p>(4) Where feasible; the point of connection (building entrance) will be located near the service meter.</p> <p>(5) After installation or conversion and connection to the service meter, customers are billed for gas usage according to the rates and regulations specified in the tariff.</p> <p>(6) All customers who receive no-cost conversions will be required to pay the monthly customer demand charge as determined by class of service which is defined in the tariff.</p> <p>(c) Charges</p> <p>(1) Installations and unit conversions (including pipe, fittings, standard orifice kits, and labor) requested by the customer outside the construction window, are billed according to charges specified on Sheets Nos. 81-82.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>			

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 80 Sheet No. <u>80</u>	All Towns and Communities* For: <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>				
<p>(2) Installations and unit conversions (including pipe, fittings, standard orifice kits, and labor) requested by the customer during the construction window are billed at "no charge" under certain conditions.</p> <p>(a) Three (3) months prior to construction, the Company will notify potential customers (building owners) of the availability of natural gas service. To become eligible for a no charge conversion, potential customers must sign a service order requesting conversion or installation of approved units, as specified on Sheet 83.</p> <p>(b) No-charge installations and conversions for residential and commercial customers are limited to 35 feet of one inch or less pipe and standard orifice conversion kits for approved units.</p> <p>(c) No-charge installations and conversions for single family buildings are limited to one occupied building for each building lot.</p> <p>(d) The building owner of multi-family dwellings will be responsible for notifying occupants of the conversion or installation.</p> <p>(e) The owner of trailer parks will be responsible for notifying occupants of the conversion or installation.</p> <p>(f) Industrial customers using natural gas for production purposes and requiring over one inch diameter inside piping will be billed at charges based on actual costs of the installation or conversion. Furthermore, these customers are eligible for an installation credit on the initial conversion according to an amount specified on Sheets No. 81 and 82.</p> <p>(g) Where conditions are feasible and qualified personnel are available, the Company may have concealed piping, additional piping, and special conversion kits installed. Under these circumstances, customers are billed according to charges specified on Sheets Nos. 81-82.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>				

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 81 Sheet No. <u>81</u>										
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City										
<b>RULES AND REGULATIONS (CONT'D.)</b>												
<b>INSTALLATION &amp; CONVERSION PRICES</b>												
<b>Residential &amp; Commercial</b>												
<ul style="list-style-type: none"> <li>o Inside Pipe &amp; Fittings - Installed           <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 60%;">One inch diameter or less (0 - 35 ft)</td> <td style="width: 40%;">No charge</td> </tr> <tr> <td>One inch diameter or less (Over 35 ft)</td> <td>\$4.00 per ft.</td> </tr> <tr> <td>Over one inch in diameter</td> <td>cost + credit not to exceed \$140.00</td> </tr> </table> </li>   <li>o Conversion Kits           <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 60%;">Standard Kit</td> <td style="width: 40%;">No charge</td> </tr> <tr> <td>Non-standard Kit</td> <td>Cost + credit not to exceed \$60.00 per unit</td> </tr> </table> </li> </ul>			One inch diameter or less (0 - 35 ft)	No charge	One inch diameter or less (Over 35 ft)	\$4.00 per ft.	Over one inch in diameter	cost + credit not to exceed \$140.00	Standard Kit	No charge	Non-standard Kit	Cost + credit not to exceed \$60.00 per unit
One inch diameter or less (0 - 35 ft)	No charge											
One inch diameter or less (Over 35 ft)	\$4.00 per ft.											
Over one inch in diameter	cost + credit not to exceed \$140.00											
Standard Kit	No charge											
Non-standard Kit	Cost + credit not to exceed \$60.00 per unit											
<b>Industrial</b>												
<ul style="list-style-type: none"> <li>o Inside Pipe &amp; Fittings - Installed Cost *</li> <li>o Conversion Kits           <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 60%;">Standard Kit</td> <td style="width: 40%;">No charge</td> </tr> <tr> <td>Non-standard Kit</td> <td>Cost *</td> </tr> </table> </li> </ul>			Standard Kit	No charge	Non-standard Kit	Cost *						
Standard Kit	No charge											
Non-standard Kit	Cost *											
* Industrial customers are eligible for a credit up to and not exceeding \$5,000 in actual costs for the initial conversion.												
* Indicates New Rate or Text + Indicates Change												

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels  For:	Second Revised Sheet No. 82 First Revised Sheet No. <u>82</u>  All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>		
<u>LABOR RATES</u>		
<ul style="list-style-type: none"> <li>o Technician, vehicle, tools &amp; equipment</li> <li>o Technician only</li> </ul>	<div style="display: flex; justify-content: space-between;"> <span>Technician, vehicle, tools &amp; equipment</span> <span>\$40.00 per hour</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Technician only</span> <span>\$30.00 per hour</span> </div>	
<div style="display: flex; justify-content: space-between;"> <div>           * Indicates New Rate or Text            + Indicates Change         </div> </div>		

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

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

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

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

P.S.C. MO No. 1  Canceled	First Revised Original	Sheet No. 83 Sheet No. <u>83</u>
<u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	For:	All Towns and Communities* <u>Within MGU Certificated Service Areas*</u> Community, Town or City
<b>NATURAL GAS TARIFF</b>		
<b>APPROVED UNIT LIST</b>		
<p>Residential Units:</p> <ul style="list-style-type: none"> <li>Gas Furnace</li> <li>Gas Hot Water Heater</li> <li>Gas Range &amp; Oven</li> <li>Gas Range Top</li> <li>Gas Built-In Oven</li> <li>Gas Clothes Dryer</li> <li>Gas Fireplace</li> </ul> <p>Commercial Units:</p> <ul style="list-style-type: none"> <li>Gas Furnace</li> <li>Gas Hot Water Heater</li> <li>Gas Range Top</li> <li>Gas Built-in Oven</li> <li>Gas Clothes Dryer</li> <li>Gas Deep Fryer</li> <li>Gas Grill</li> <li>Gas Cooling Unit (Refrigerator)</li> <li>Gas Cooling Unit (Air Conditioning)</li> </ul> <p>Industrial Units:</p> <ul style="list-style-type: none"> <li>Gas Furnace</li> <li>Gas Hot Water Heater</li> <li>Gas Operated Production Equipment</li> <li>Gas Cooling Unit (Air Conditioning)</li> <li>Gas Cooling Unit (Refrigerator)</li> </ul> <p style="margin-top: 20px;">* Indicates New Rate or Text + Indicates Change</p>		

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 84 Sheet No. <u>84</u>	All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>				
<p>(26) <u>Limitations Upon Company's Obligation to Supply Gas Service</u></p> <p>(a) Whenever there is insufficient gas available to serve an applicant for gas service, the Company shall keep all such applications on file in chronological order by date of application within each priority and daily requirement group set out above. When the gas supply available permits applicants to become eligible for gas service in accordance with the system of priorities set out herein, the Company shall notify said applicants in writing of their eligibility. Such notice shall state the date upon which gas service will be available.</p> <p>(b) The Company shall, at its sole judgment and based upon all pertinent information available, make determinations of the quantity of gas service which can be provided from time to time. Whenever there are unfulfilled applications for gas service, such determinations shall be made with sufficient frequency to recognize any substantial change in the Company's gas supply and demand balance.</p> <p>(27) <u>Notice of Acceptance</u></p> <p>(a) Any applicant who receives a notice of eligibility for gas service shall notify the Company in writing, within thirty (30) days after the notice of eligibility, of his intention to accept gas service. In the event such notice of acceptance is not so received by the Company then applicant's eligibility shall be void and transferred to another applicant in accordance with the priorities set out herein.</p> <p>(b) Any applicant who becomes eligible for gas service shall present to the Company, within ninety (90) days of the notice of eligibility sufficient evidence that the necessary equipment has or is being installed or that applicant has otherwise committed to the purchase and installation of such equipment. In the event such evidence is not so presented to the Company, then applicant's eligibility shall be void and transferred to another applicant in accordance with the priorities set out herein.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>				

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

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

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

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



P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 85 Sheet No. <u>85</u>	All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>				
<p>(28) <u>Existing Commitments</u></p> <p>(a) Notwithstanding the provisions hereinabove set out, gas service will be supplied to any customer who has received specific approval for such service from the Company prior to the effective date hereof provided that the customer submits satisfactory evidence that prior to the effective date hereof: (a) an expense has been incurred specifically for the design, purchase or installation of gas equipment, or (b) that gas equipment has been ordered prior to said date, or (c) that detailed engineering plans for the use of gas equipment has been prepared prior to said date.</p> <p>(29) <u>Emergency Curtailment Plan</u></p> <p>In the event curtailment is warranted, commercial and industrial customers having facilities wherein the interruption thereof will not imperil human life or health will be interrupted first in a sequence of largest to smallest. Service will be restored in the reverse order.</p> <p>(30) <u>Relief from Liability</u></p> <p>The Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of the Company's failure to deliver all or any portion of the volumes of gas desired by any particular customer or group of customers to the extent that such failure results from the implementation of the Emergency Curtailment Plan herein prescribed or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction in the premises.</p> <p style="margin-top: 20px;">* Indicates New Rate or Text          + Indicates Change</p>				

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

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

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

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

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

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

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

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

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

P.S.C. MO No. 1  <u>Missouri Gas Utility, Inc.</u> Name of Issuing Company	Cancels	First Revised Original	Sheet No. 87 Sheet No. <u>87</u>  All Towns and Communities* For: <u>Within MGU Certificated Service Areas *</u> Community, Town or City
<b>RULES AND REGULATIONS (CONT'D.)</b>			
<p>The Company will adjust the average billing during the fourth and eighth months of each twelve month period under the Plan, if the recalculated average payment amount reflects an increase of \$5.00 or more. Settlement of accounts will occur when participation in the Plan is terminated. No interest shall be due from or payable to the customer on the difference between actual and average usage.</p> <p>(35) <u>Promotional Practices</u></p> <p>In compliance with rules prescribed by 4 CSR 240-14.040(2), a schedule is herein set forth prescribing all promotional practices being engaged in by the utility as of the effective date which are not in violation of 4 CSR 240-14:</p> <p style="margin-left: 40px;">(a) Conversion Policy</p> <p>Missouri Gas Utility, Inc. applied to the Missouri Public Service Commission on December 13, 2004 for a waiver from 4 CSR 240-14.020(1)(E) and (F). This promotional practice is being provided on a uniform basis to all classes of customers as described in the terms and conditions contained in Section 25 - Free Conversion Rules and Regulations of Missouri Gas Utility's Natural Gas Tariff Number 1.</p> <p>The purpose of this promotional practice is to encourage the connection of more customers, some of whom may not be able to afford the conversion, and should result in safer, more cost-saving construction and lower rates to all customers. This promotional practice is provided by Missouri Gas Utility, Inc., pursuant to its Tariff Sheet Nos. 78-83.</p> <p style="margin-top: 40px;">* Indicates New Rate or Text          + Indicates Change</p>			

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

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

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

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