

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

In the Matter of an Investigation into)
Limitations of Liability for Public Utilities.) **Case No. AO-2012-0173**

STAFF'S STATUS REPORT AND MOTION FOR EXTENSION OF TIME

COMES NOW the Staff of the Missouri Public Service Commission, by and through counsel, and for its *Status Report and Motion for Extension of Time*, states as follows:

1. On December 7, 2011, the Commission issued its *Order Opening Investigation*, which stated:

Recent actions before the Commission have raised issues regarding tariff provisions that address matters otherwise determined by tort law, including liability, immunity, and indemnification among public utilities, customers, and third persons. The evidence in those actions shows that such provisions are multifarious and disparate among public utilities. The Commission will consider whether uniform standards for such provisions can benefit public utilities, customers, and third persons.

2. In that order, the Commission directed Staff to “survey provisions currently in effect, examine other states’ policies on such provisions, and file a report. The report shall include any Staff recommendation on the matter.” The order of December 7, 2011, designated March 30, 2012, as the deadline for Staff’s report.

3. On December 9, 2011, the Commission directed Staff to file its report on February 10, 2012. That order made no reference to the order of December 7, 2011, and the deadline set therein.

4. Thereafter, on January 24, 2012, the Commission issued its *Order Clarifying Filing Date*, which specified that Staff should file its report not later than March 30, 2012.

5. Attached is Staff's Memorandum setting out Staff's analysis and conclusions with respect to liability limiting tariff provisions maintained by Missouri public utilities. Except as noted in the recommendation, Staff finds those provisions to be reasonable.

6. Staff's investigation and report are not yet complete with respect to information from other states. Staff will update its recommendation and report as that information becomes available.

WHEREFORE, Staff prays that the Commission will accept this status report and will allow it to update its report and recommendation as additional information becomes available; and grant such other and further relief as is just in the circumstances.

Respectfully submitted,

s/ Kevin A. Thompson
KEVIN A. THOMPSON
Missouri Bar Number 36288
Chief Staff Counsel

GOLDIE TOMPKINS
Missouri Bar Number 58759
Assistant Staff Counsel

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
573-751-6514 (Voice)
573-526-6969 (Fax)
kevin.thompson@psc.mo.gov

Attorneys for the Staff of the Missouri Public
Service Commission.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served, either electronically or by hand delivery or by First Class United States Mail, postage prepaid, on this **30th day of March, 2012**, on the parties of record as set out on the official Service List maintained by the Data Center of the Missouri Public Service Commission for this case.

s/ Kevin A. Thompson

MEMORANDUM

To: Missouri Public Service Commission Official Case File
Case No. AO-2012-0173

From: Natelle Dietrich 3/30/12
Tariff, Safety, Economic
and Engineering Analysis Department

Goldie Tompkins 3/30/12
Staff Counsel Department

Subject: Staff's report and recommendation on investigation

Date: March 30, 2012

On December 7, 2011, the Commission issued its Order Opening Investigation directing Staff to investigate tariff provisions addressing liability for damages. The Commission further directed Staff to survey provisions currently in effect, examine other states' policies and file a report with recommendations on the matter. As noted below, Staff finds most of the existing tariff liability language reasonable for the electric, natural gas, water and sewer utilities. Staff finds the liability language it reviewed for telecommunications companies to be egregious. At this time, Staff recommends the Commission continue to review tariff liability language on a case-by-case basis; however, Staff continues to review the liability policies of other states and will update its recommendation when that review is complete.

Following is a discussion of Staff's investigation to date.

Electric Tariffs

Staff reviewed tariff sheets for The Empire District Electric Company, KCP&L-Greater Missouri Operations Company, Kansas City Power & Light Company and Union Electric Company d/b/a Ameren Missouri). These tariff sheets are attached as Attachment E. These tariffs range in effective dates from 1989 to 2011.

The electric tariffs include similar provisions related to limiting liability. A summary of the common limitation of liability language follows.

- The tariffs indicate the respective company shall have no liability for any loss, damage or injury related to any interruption or curtailment of customer load.
- The tariffs also include liability language related to net metering, which is consistent with 4 CSR 240-20.065(3)(D) and (4).
- The tariffs indicate the respective company will not be liable for any interruption, fluctuation, shortage, loss or damage caused by such things as strike, riot, hostile attack, act of God, legal process, government action, or causes beyond its control.

The electric tariffs use phrases such as “good faith effort”, “willful and wanton misconduct” of the company, and “gross negligence” as parameters for delineating when the company shall be liable for particular actions and events.

Staff finds the liability language in the various electric tariffs reasonable.

Natural Gas Tariffs

Staff reviewed tariff sheets for The Empire District Gas Company, Atmos Energy Corporation, Union Electric Company d/b/a Ameren Missouri, Southern Missouri Gas Company, L.P., and Southern Union Gas Company d/b/a Missouri Gas Energy (MGE). These tariff sheets are attached as Attachment G. These tariff sheets range in effective dates from 1998 to 2007.

The natural gas tariffs include similar provisions related to limiting liability. A summary of the common limitation of liability language follows.

- The tariffs indicate the respective company will not be liable for any claims, losses, damages directly related to the distribution and use of gas by the customer at or on the customer’s side of the point of delivery.
- The tariffs indicate the respective company shall have no liability related to any failure to deliver all or any portion of the volume of gas desired by the customer related to curtailment procedures.
- The tariffs indicate the customer is liable for any loss or damage to company property.

The natural gas tariffs use phrases such as “willful default”, “willful neglect”, “negligence of the company” and “willful and wanton misconduct” as parameters for delineating when the company shall be liable for particular actions and events.

Staff finds the *common* liability language in the various gas tariffs reasonable, but as discussed more fully below, there is some liability language in natural gas tariffs which are an exception to Staff’s expectation of reasonableness.

Recent Commission liability proceedings

Laclede Gas Company

On August 22, 2008, Laclede Gas Company filed tariff sheets setting parameters for limiting its liability under certain circumstances. The tariff was suspended and set for hearing in File No. GT-2009-0056 (Tariff No. JG-2009-0145). Laclede, Staff and the Office of Public Counsel negotiated over several months, and Laclede and Staff reached a basic agreement on terms for a liability tariff. The Commission ultimately rejected the tariff sheets.

In its January 2010 Report and Order, the Commission found it has the authority to prescribe certain limits on the liabilities of its regulated entities when those liabilities affect just and reasonable rates. The Commission cited several reasons why it found the proposed liability language at issue in this case was not just and reasonable. The Commission also noted the court system is qualified to determine whether negligence occurred and the state legislature is an appropriate place to set liability limits on negligence claims or to give the Commission more specific authority on these issues.

Southern Union Company d/b/a Missouri Gas Energy

On October 7, 2010, Staff filed a complaint against Southern Union Company (MGE) in File No. GC-2011-0100. Staff alleged that Sheet R-34 in MGE's tariff set forth liability provisions that were contrary to law and public policy. Staff argued that paragraphs 1, 2, 4 and 5 of Sheet R-34 immunized MGE from "ordinary negligence against its customers" and were "unconscionable under contract law." The Commission, in its Final Decision and Order to File a New Tariff Sheet, found certain paragraphs of Sheet R-34 unjust and unreasonable and ordered MGE to file a revised Sheet 34 setting forth terms that were not unjust and unreasonable. On December 29, 2011, Staff filed a recommendation to reject the compliance tariff filing as not compliant with the Commission's order, but also noting that although not directly related to the recommendation for rejection, Staff had operational concerns about the applicability of the remaining Sheet R-34 language. Staff provided those concerns in Attachment 1 to its recommendation. On the same day, OPC filed a motion to suspend the compliance tariff filing. On February 3, 2012, the Commission issued its Order Approving Compliance Tariff Sheets, finding the issues Staff and OPC raised were without merit.

The MGE liability language contains Commission-approved provisions, summarized as follows. The approved tariff sheet is attached as Attachment MGE.

- Customer shall save MGE harmless from customer's claims for trespass, damage, injury unless it shall affirmatively appear the injury or damage was caused by "negligence" on the part of MGE.
- MGE is not liable for any loss, damage or injury whatsoever caused by leakage and escape or loss of gas provided MGE has complied with specific Commission rules.
- Limitations of liability related to piping, vents or gas utilization equipment on the downstream side of the gas meter.
- The customer is responsible for safekeeping of MGE property.

Staff continues to have operational concerns with certain provisions of MGE's liability language, but those issues are not ripe for discussion in this report.

Telecommunications Tariffs

Due to the volume of telecommunications tariffs, and due to the Commission's limited jurisdiction over safety issues related to the telecommunications industry, Staff reviewed a limited number of telecommunications tariffs to provide a frame of reference and comparison for this report.

The telecommunications tariffs reviewed contain statements such as:

- The Company shall in no way be liable for any harm or damages in connection to any failure to properly ground or bond service.
- Company is not liable for damage to customer's premise when such damage is not the result of the negligence of the Company.
- The Company shall not be liable for damage or injury arising from mistakes, omissions, interruptions, errors, defects not prevented by customer-provided equipment.
- The customer shall have the responsibility of discovering all errors, defects and malfunctions.
- The Company's liability for any loss or damage, whether caused by the Company or not, shall not exceed the pro-rata charges for the service.
- The customer agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits, actions, liability whatsoever, personal injury, death or damage of property.

Staff finds many of these provisions egregious and would not recommend or support such limitations in a rule or as general practice for the other utility types.

Water and Sewer Tariffs

Staff reviewed tariff sheets for Lake Northwood Utility Co., Inc., Missouri-American Water Company, Terre Du Lac Utilities Corp., Lake Northwood Utility Co., Inc., Stoddard County Sewer Co., Inc. (now known as RD Sewer), Cedar Hill Utility Company, Inc. (this is now MAWC), W.P.C. Sewer Company, West 16th St. Sewer Co. These tariff sheets are attached as Attachment WS. These tariffs range in effective dates from November 15, 1973 to October 15, 2011.

The liability language across the water and sewer tariffs is virtually identical and includes the following:

- The Company shall not be responsible for damages if failure or interruption of service is without willful default or negligence on the Company's part.
- The Company shall not be liable for damages, unless due to the negligence on the part of the Company, and without any contributory negligence on the part of the customer or third party.
- The Company shall not be liable for damages caused by defective piping and appliances on the customer's premise.

In addition, Missouri-American also has a statement that it is not liable for damage or inconvenience caused by break, leak or defect in the customer's service or fixtures or in the physical connection between the customer's service and Missouri-American's service connection.

Staff finds the liability language in the various water and sewer tariffs reasonable.

Other States

Staff continues to gather information related to other states' policies on liability language and will update its recommendation and report upon completion of its review.

P.S.C. Mo. No. 5 Sec. 4 4th Revised Sheet No. 4cCanceling P.S.C. Mo. No. 5 Sec. 4 3rd Revised Sheet No. 4cFor ALL TERRITORY

INTERRUPTIBLE SERVICE RIDER IR

TEST CURTAILMENT:

The Company reserves the right to request a Test Curtailment of no less than one (1) hour and no more than two (2) hours once each year and/or within three months after a Customer's failure to reduce load to its IR contract MFD during a Curtailment Event. Test Curtailments do not count toward the Maximum Number of Curtailment Events. Customers will not be compensated for Test Curtailments.

CURTAILMENT CANCELLATION:

The Company reserves the right to cancel a scheduled Curtailment Event prior to the start time of such Curtailment Event. If cancellation occurs with less than two hours of the notification period remaining prior to the commencement of a Curtailment Event, the canceled Curtailment Event shall be counted as an actual Curtailment Event with a zero-hour duration.

SPECIAL CONDITIONS OF SERVICE:

1. This Rider requires that the Customer execute an IR contract with a minimum term of one year, which specifies the Customer's applicable CPD, MFD, and ID. The ID shall not be less than 200 kW.
 - a. For one-year IR contracts, the Company shall notify the Customer before May 1 of each IR contract period of the amount of interruptible credit that the Company will make available to the Customer. Such offer may be made by the Company as early as November 1 of the year preceding the proposed IR contract term.
 - b. For three-year and five-year IR contracts, the Company shall notify the Customer before May 1 in the year the IR contract is due for renewal, or as early as November 1 of the preceding IR contract year.
 - c. Customers electing to enter into an IR contract, must reach agreement with the Company and execute the contract no later than seven calendar days following the Customer's receipt of the IR contract requiring the Customer signature, unless such deadline is extended at the sole discretion of the Company.
 - d. IR contracts shall normally begin on June 1 and terminate on May 31 of the expiration year, unless the Company deems it necessary to allow a different term of IR contract.
 - e. No IR contract shall be less than one year in length nor longer than five years in length.
 - f. These IR contracts may be cancelled upon mutual agreement of the Company and the Customer.
2. The Company reserves the right, through inquiry and inspection, to assure itself that any ID subject to curtailment has a reasonable probability of being on the Company's system during periods of the Company's peak demand and that the Customer's load can be readily reduced to the MFD level.
3. The Customer will be responsible for monitoring his or her load in order to comply with the terms of the IR contract.
4. The Company shall have no liability to the Customer or to any other person, firm, association, trust, governmental unit, or corporation, of any kind, for any loss, damage or injury by reason of any interruption or curtailment of the Customer's load as provided herein.
5. For purposes of personnel safety and equipment protection, a Customer prior to the installation of a generator, shall notify the Company to insure conformity to the Company's standards for connection.
6. In order to insure timely verification of the Customer's ID, any Customer on an IR contract will provide an acceptable communication path for retrieval of meter data. Such communication path shall be in place prior to the effective date of the IR contract, unless an alternative deadline is agreed to in writing by the Company.

FILED
Missouri Public
Service Commission
JE-2009-0520

P.S.C. Mo. No. 5 Sec. 5 6th Revised Sheet No. 9Canceling P.S.C. Mo. No. 5 Sec. 5 5th Revised Sheet No. 9For ALL TERRITORY

<p style="text-align: center;">RULES AND REGULATIONS</p>
--

3. Service in Multiple-Occupancy Buildings:

Where service is rendered by the Company to individual Customers located in a structure designed for multiple-occupancy, such as an office or professional building, apartment building, etc., the Company shall not be responsible for adequacy of electrical circuits or facilities not owned by the Company extending between the Company's service conductors to such building and the location of Company's meter for such Customer's service.

4. Notice by Customer of Change in Conditions:

The Customer shall give immediate written notice to the Company of any change in the amount of his/her load or nature of his/her service such as would alter the amount of Company facilities necessary to provide the Customer's service. In the event the Customer shall fail to so notify the Company, the Customer shall be held responsible for any damage to Company's meter and distribution transformer used in Customer's service caused by any such increase in Customer's load.

5. Continuity of Service:

The Company will exercise reasonable diligence and care in providing a regular and uninterrupted supply of service to Customer. Whenever the Company finds it necessary, in order to repair or improve its system facilities, the Company shall have the right to temporarily suspend service to Customer. It is understood and agreed that hazards to continuity of service are recognized by the Customer before utilizing service. The Company will not be liable for any interruption, fluctuation, shortage or insufficiency of supply of service, or for any loss or damage occasioned thereby, if same is caused by strike, riot, civil commotion, hostile attack, storm, fire, accident, breakdown, unexpected or prolonged increase in usage of electricity, act of God, legal process, governmental interference, or any cause beyond its control.

The Company shall issue instructions to its employees to the extent practical covering procedures to be followed in the event of an emergency in order to prevent or mitigate the interruption, fluctuation, shortage or insufficiency of supply of service as much as reasonably possible. If, because of such emergency, it appears reasonably necessary to do so, the Company may interrupt, curtail or suspend electric service to all or some of its Customers, and the selection by the Company of the Customers to whom service is interrupted, curtailed or suspended shall not result in liability of the Company to any such Customer if such action is taken by the Company in a good faith effort to prevent the impairment of service or reduce the number of persons affected thereby.

6. Mobile Home Park:

The Company will install, own and maintain an overhead distribution system to serve all mobile home sites and common use facilities within the park, in accordance with the Company's Rules and Regulations relating to service and extensions. The park owner or operator will, in accordance with the Company's specifications, furnish, own and install a metering pole with entry facilities at each mobile home site.

If, however, the service is provided through an underground distribution system, the company will install, own and maintain meter pedestals for a fee at each mobile home site. The point of delivery shall be where the Company's service conductors attach to the Customer's entry conductors on the metering pole or the breaker terminals at the meter pedestal.

E. ACCESS FOR SERVICE

1. Right of Way:

Before service is connected, the Customer shall, when requested by the Company, at his/her expense, make or procure conveyance to Company of necessary easements for proper location upon premises owned or occupied by Customer of Company's lines and facilities employed in serving the Customer; and shall give or secure permission for necessary tree trimming by Company upon such premises.

2. Access to Customer's Premises:

Authorized employees of the Company shall have access to the premises of the Customer during all seasonal daylight hours at all reasonable times to read Company's meters measuring service to Customer, to test the Customer's metering or to inspect the Customer's equipment or connections, or anytime necessary to repair, replace or remove Company property and in case of emergency.

P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 16aCanceling P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 16aFor ALL TERRITORYNET METERING RIDER
RIDER NM**D. Additional Terms and Conditions**

In addition to abiding by Empire's other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

1) Operation / Disconnection

If it appears to Empire, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator's System is adversely affecting safety, power quality or reliability of Empire's electrical system, Empire may immediately disconnect and lock-out the Customer-Generator's System from Empire's electrical system. The Customer-Generator shall permit Empire's employees and inspector's reasonable access to inspect, test, and examine the Customer-Generator's System.

2) Liability

The Customer-Generator shall be held responsible for all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System. In addition, any Customer-Generator with an interconnected generation system greater than 10 kW must carry no less than \$100,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System. Insurance may be in the form of an existing policy or an endorsement on an existing policy.

3) Interconnection Costs

The Customer-Generator shall, at the Customer-Generator's cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator's System. The Customer-Generator further agrees to pay or reimburse to Empire all of Empire's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by Empire for: (1) additional tests and analyses of the effects of the operation of the Customer-Generator's System on Empire's local distribution system, (2) additional metering, and (3) any necessary controls. These Interconnection Costs must be related to the installation of the physical facilities necessary to permit interconnected operation of the Customer-Generator's System with Empire's system and shall only include those costs, or corresponding costs, which would not have been incurred by Empire in providing service to the Customer-Generator solely as a consumer of electric energy from Empire pursuant to Empire's standard cost of service policies in effect at the time the Customer-Generator's System is first interconnected with Empire's system. Upon request, Empire shall provide the Customer-Generator with a non-binding estimate of Empire's Interconnection Costs based upon the plans and specifications provided by the Customer-Generator to Empire.

4) Energy Pricing and Billing

Section 386.890, RSMo Supp. 2007 sets forth the valuation and billing methods of electric energy provided by Empire to Customer-Generator and to Empire from Customer-Generator (described in the Company's tariff schedule NM).

5) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and Empire, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving Empire at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with Empire's system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the Customer-Generator and Empire. This agreement may also be terminated by approval of the Commission, in there is a change in statute that is determined to be applicable to this contract and necessitates its termination.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 16c

Canceling P.S.C. Mo. No. _____ Sec. _____ Revised Sheet No. _____

For ALL TERRITORY

NET METERING RIDER RIDER NM

E. Electrical Inspection

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (Print): _____

Inspector Certification: I am a Licensed Engineer in Missouri _____ or I am a Licensed Electrician in Missouri _____

License No. _____

Signed (Inspector): _____ Date: _____

F. Customer-Generator Acknowledgement

I am aware if the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Empire's parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer's recommended practices as well as Empire's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on Empire's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Empire's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Empire no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to Empire.

I agree not to operate the Customer-Generator System in parallel with Empire's electrical system until this Application/Agreement has been approved by Empire.

Signed (Customer-Generator): _____ Date: _____

G. Utility Application Approval (completed by The Empire District Electric Company)

Empire does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by Empire on this _____ day of _____ (month). _____ (year).

Empire Representative Name (Print): _____

Signed Empire Representative: _____

DATE OF ISSUE January 3, 2008
 ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE February 2, 2008

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

3. SUPPLYING AND TAKING OF SERVICE**3.01 Interruptions to Electric Service**

- A. Company does not guarantee but will endeavor to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits. Company shall not be liable for damage or losses which the consumer may sustain due to interruptions in service, variations in the service characteristics, high or low voltage, the single phasing of three phase service, phase reversals, the use of electrical appliances, or the presence of Company's property on the consumer's premises whether such damages are caused by or involve any fault, failure, or negligence of Company or otherwise except such damages which are caused by or due to the willful and wanton misconduct of Company. Attachments, devices, mechanisms, or regulators designed to prevent appliances, motors, generators, and other equipment receiving electric current from incurring damage caused by interruptions in service, variations in service characteristics, high or low voltage, the single phasing of three phase service, and phase reversals are available and customers may obtain from Company information as to the manufacturers of such attachments, devices, mechanisms, and regulators. The responsibility for the selection and installation of such attachments, devices, mechanisms, and regulators rests solely with the customer.
- B. In the event Company at any time does not have sufficient power available from its generating facilities and from contract power purchases to serve all of the power demanded by its customers, or in the event Company at any time does not have sufficient transmission and distribution system capacity to serve all of the power demanded by its customers, or any combination of the above, Company shall use whatever legal means are necessary to reduce the customers' total demand to a level within Company's available power sources and system capacity in order to continue supplying customer requirements to the maximum extent possible. Such reductions shall be accomplished in the following listed sequence of categories starting with number one (1).
- (1) Company will solicit voluntary curtailment of electrical power use by customers.
 - (2) Company will reduce voltage to customers, where possible, to a level that will have minimal effect on the operation of most customers' equipment.
 - (3) Company will interrupt electric power to circuits serving primarily industrial customers. If the load level does not require that all customers in this category be interrupted, then a schedule will be followed alternately interrupting this category of customers such that each customer will be interrupted about an equal amount of time during immediate or future curtailments. Special consideration is to be given to critical loads affecting the public health and welfare.

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138

CURTailable DEMAND RIDER (Continued) ELECTRIC
--

SPECIAL CONDITIONS OF SERVICE (Continued)

6. Company reserves the right to implement one test curtailment each summer curtailment season, with all applicable curtailment credit payments and penalty provisions in effect.
7. The Customer will be responsible for monitoring the load prior to curtailment and during curtailment in order to comply with the terms of the contract.
8. The Company will give the Customer a minimum of four (4) hours notice prior to a demand reduction.
9. Except as provided herein, all terms and provisions of the applicable service schedule will be in full force and effect.
10. Credits shall be applied to bills the month after such credits are earned.
11. Penalties shall be applied to bills the month after such penalties are assessed.
12. The Company shall have no liability to the Customer or to any other person, firm, or corporation for any loss, damage, or injury by reason of any reduction as provided herein.
13. The Company "Tax and License Rider" is applicable to all charges or penalties assessed under this Rider.

P.S.C. MO. No. 1 3rdRevised Sheet No. 113Canceling P.S.C. MO. No. 1 2ndRevised Sheet No. 113**KCP&L Greater Missouri Operations Company**

For Territory Served as L&P and MPS

KANSAS CITY, MO

<p style="text-align: center;">NET METERING RIDER (Continued) ELECTRIC</p>
--

2) Liability

Proof of liability insurance is not required for Customer-Generator of 10 kW or less. This does not waive any Customer-Generator liability. Customer-Generator of greater than 10 kW agrees to carry no less than \$100,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System, and provide Company with proof in the form of a certificate of liability insurance or other proof acceptable to the Company. Insurance may be in the form of an existing policy or an endorsement on an existing policy.

3) Interconnection Costs

The Customer-Generator shall, at the Customer-Generator's cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator's System. The Customer-Generator further agrees to pay or reimburse to Company all of Company's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by Company for: (1) additional tests or analyses of the effects of the operation of the Customer-Generator's System on Company's local distribution system, (2) additional metering, and (3) any necessary controls. These Interconnection Costs must be related to the installation of the physical facilities necessary to permit interconnected operation of the Customer-Generator's System with Company's system and shall only include those costs, or corresponding costs, which would not have been incurred by Company in providing service to the Customer-Generator solely as a consumer of electric energy from Company pursuant to Company's standard cost of service policies in effect at the time the Customer-Generator's System is first interconnected with Company's system. Upon request, Company shall provide the Customer-Generator with a non-binding estimate of Company's Interconnection Costs based upon the plans and specifications provided by the Customer-Generator to Company.

4) Energy Pricing and Billing

Section 386.890 RSMo Supp. 2007 sets forth the valuation and billing of electric energy provided by Company to the Customer-Generator and to Company from Customer-Generator. The net electric energy delivered to the Customer-Generator shall be billed in accordance with rate schedule(s) under which the Customer-Generator was being served prior to installation of the generator, as updated or changed from time to time as approved by the Commission. The value of the electric energy delivered by the Customer-Generator to Company shall be credited in accordance with the Company's Cogeneration Purchase Schedule, MO700 (Sheet No. 102). The Commission has approved Company's use of rates applicable to Cogeneration Purchase Schedule, MO700 (Sheet No. 102) in lieu of the Avoided Fuel Cost, consistent with the Commission's Order in Case No. EX-2008-0280. Company's Avoided Fuel Cost as defined in 4 CSR 240-20.065 is not applicable to net metering customers but is submitted to Staff annually within thirty (30) days after Company's annual report is submitted.

5) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and Company, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving Company at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with Company's system.

Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS
KANSAS CITY, MO 64138NET METERING RIDER (Continued)
ELECTRIC

Company's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Company's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Company no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to Company.

I agree not to operate the Customer-Generator System in parallel with Company's electrical system until this Application/Agreement has been approved by Company.

Signed (Customer-Generator): _____ Date: _____

G. Utility Application Approval (*completed by Company*)

Company does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury to persons due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by Company on this _____ day of _____ (month), _____ (year).

Company Representative Name (print): _____

Signed Company Representative: _____

P.S.C. MO. No.	<u>2</u>	<u>Seventh</u>	<input type="checkbox"/> Original	Sheet No.	<u>1.14</u>
			<input checked="" type="checkbox"/> Revised		
Cancelling P.S.C. MO. No.	<u>2</u>	<u>Sixth</u>	<input type="checkbox"/> Original	Sheet No.	<u>1.14</u>
			<input checked="" type="checkbox"/> Revised		
For <u>Missouri Retail Service Area</u>					

**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE**

3. SUPPLYING ELECTRIC SERVICE (continued)

- 3.14 **RECONNECTION OF ELECTRIC SERVICE:** The Company may impose a reconnection charge as a condition precedent to the restoration of electric service to a Customer whose electric service has been discontinued for any reason whatsoever, including discontinuance at the request of the Customer. If electric service is discontinued for nonpayment by the Customer of any delinquent electric service bill, the Company shall not be required to restore electric service to the Customer until all such delinquent bills have been paid, together with any such reconnection charge, and the Customer shall have complied with the credit regulations of the Company.
- 3.15 **REFUSAL TO SERVE:** The Company may refuse to supply electric service to any customer who fails or refuses to comply with any provisions of any applicable law, general order or rule of the Commission or rate schedule, rule or regulation of the Company in effect and on file with the Commission. However, nothing in this Rule 3.15 shall be construed as a reason for discrimination against a customer or applicant for service for exercising any right granted by 4 CSR 240-13, Utility Billing Practices.
- 3.16 **PROPERTY OF THE COMPANY:** All facilities furnished and installed by the Company on the premises of the Customer for the supply of electric service to the Customer shall be and remain the exclusive property of the Company. All facilities on the premises of the Customer which are or become the property of the Company shall be operated and maintained by and at the expense of the Company, may be replaced by the Company at any time, and may be removed by the Company upon termination of the Customer's service agreement or upon discontinuance by the Company of electric service to the Customer for any reason.
- 3.17 **LIABILITY OF COMPANY:** Except where due to the Company's willful misconduct or gross negligence, the Company shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) on account of fluctuations, interruption in, or curtailment of electric service; or for any delivery delay, breakdown; or failure of or damage to facilities; or any electric disturbance originating on or transmitted through electric systems with which the Company's system is interconnected, act of God or public enemy, strike, or other labor disturbance involving the Company or the Customer, civil, military or governmental authority.

4. TAKING ELECTRIC SERVICE

- 4.01 **CUSTOMER'S INSTALLATION:** Any and all wiring, appliance or equipment required to transform, control, regulate or utilize beyond the point of delivery the electric service supplied by the Company shall be furnished, installed and maintained by, and shall be the sole responsibility of, the Customer.

DATE OF ISSUE: February 23, 2007
ISSUED BY: Chris B. Giles,
Vice-President

DATE EFFECTIVE: March 30, 2007
1201 Walnut, Kansas City, Mo. 64106

Filed
Missouri Public
Service Commission

{ Original
Revised }

Cancelling P. S. C. MO. No. _____

{ Original
Revised }**KANSAS CITY POWER & LIGHT COMPANY**

Name of Issuing Corporation or Municipality

For Rate Areas No. 1 and No. 3

Community of City
RECEIVED

NOV 7 1989

GENERAL RULES AND REGULATIONS**APPLYING TO ELECTRIC SERVICE (continued)****15. MUNICIPAL STREET LIGHTING SERVICE (continued)****Public Service Commission**

15.08 CHANGES AND REMOVALS: (continued) Removals of Street Lighting System facilities, or portions thereof, will be performed by the Company at the Municipality's request. For all such removals, the Municipality shall reimburse and pay to the Company the Company's cost of labor, transportation and materials incurred for such removal (including, without limitation, applicable overheads, insurance and taxes), as well as the original cost of such facilities, less accrued depreciation and salvage value. A salvage credit will be allowed only when the particular items being removed have current reusable value to the Company. Such changes and removals shall be performed as soon as reasonably practical after receipt of a written order of a legally authorized officer of the Municipality requiring the same.

15.09 PROTECTION OF COMPANY PROPERTY: Property of the Company shall be protected by the Municipality against malicious destruction thereof as is the property of its inhabitants.

15.10 MUNICIPALITY PAYMENT LIABILITY: The Municipality shall pay all bills rendered by the Company for services furnished within fifteen (15) days after receipt thereof. If any such bill is not paid within such period, a default shall have incurred and the Municipality shall become liable to pay the Company interest on such bill at the rate of ten percent (10%) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of services provided until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the Municipality shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Street Lighting System.

15.11 FORCE MAJEURE: The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public or military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

FILED**DEC 16 1989**

DATE OF ISSUE November 6, 1989
month day year

Public Service Commission
DATE EFFECTIVE December 16, 1989
month day year

ISSUED BY **B. J. Beaudoin** Vice President 1330 Baltimore, Kansas City, Mo.
name of officer title address

Cancelling P. S. C. MO. No.

Original
Revised

SHEET No.

KANSAS CITY POWER & LIGHT COMPANY

For Rate Area No. 1

Name of Issuing Corporation or Municipality

Community, Town or City

Urban Area

APR 20 1976

GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICEMISSOURI
(Continued Service Commission)

16. MUNICIPAL TRAFFIC CONTROL SIGNAL SERVICE (continued)

16.09 MUNICIPALITY PAYMENT LIABILITY: The Municipality shall pay all bills rendered by the Company for Traffic Control Signal Service within fifteen (15) days after receipt thereof. If any such bill is not paid within such period, a default shall have incurred and the Municipality shall become liable to pay the Company interest on such bill at the rate of ten percent (10%) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of Traffic Control Signal Service until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the Municipality shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Traffic Control System.

16.10 FORCE MAJEURE: The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public or military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

16.11 MUNICIPALITY PURCHASE OF TRAFFIC CONTROL SYSTEM: The Municipality shall have the right and option to purchase on a mutually agreed specified "purchase date", upon one (1) year's written notice to the Company prior to the specified purchase date, only that portion of the Traffic Control System determined by the Company in use and useful and devoted exclusively to furnishing Traffic Control Signal Service within the corporate limits of the Municipality (the "property to be sold"). The purchase price for the property to be sold shall be and consist of all of the following:

- [a] the reproduction cost new less depreciation;
- [b] consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the Municipality;
- [c] an allowance for the loss of a portion of the Company's going concern value;
- [d] all materials and supplies related uniquely to the property to be sold;
- [e] all expenses in connection with such sale; and
- [f] all other damages sustained by the Company by reason of such sale.

DATE OF ISSUE April 29, 1976
month day yearDATE EFFECTIVE May 4, 1976
month day yearISSUED BY J. A. Mayberry,
name of officer

FILED
MAY 4 1976
18433
Vice President
Public Service Commission

1330 Baltimore, Kansas City, Mo.
address

Cancelling P. S. C. MO. No. _____

{ Original
Revised }{ Original
Revised }

SHEET No. _____

KANSAS CITY POWER & LIGHT COMPANY

Name of Issuing Corporation or Municipality

For Rate Areas No. _____ and No. _____
Community Town or City _____

RECEIVED

MAR 16 1978

(continued)

MISSOURI

Public Service Commission
(continued)GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE

17. EMERGENCY ENERGY CONSERVATION PLAN

17.07 MANDATORY CURTAILMENT: (continued)

- (f) direct all industrial and commercial customers to further curtail usage of electric service, on a progressive reduction basis, as may be required to that level needed for employee and plant safety and security.

17.08 LIABILITY OF COMPANY: The Company shall not be considered in default of its service agreement and shall not otherwise be liable to any customer or other person by reason of implementation by the Company of any or all of the procedures described in this Rule 17.

KCPL FORM 81-101 (REV. 2/78)

FILED

MAR 20 1978

78-203

Public Service Commission

DATE OF ISSUE March 16, 1978
month day yearDATE EFFECTIVE March 20, 1978
month day yearISSUED BY L. C. Rasmussen
name of officerVice President
title1330 Baltimore, Kansas City, Mo.
address

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 1 2nd Revised SHEET NO. 8CANCELLING SCHEDULE NO. 1 1st Revised SHEET NO. 8APPLYING TO MISSOURI SERVICE AREA**B. ELECTRIC POWER PURCHASES FROM QUALIFIED NET METERING UNITS**

*I. Application. This tariff applies to Union Electric Company d/b/a Ameren Missouri (Company) purchases of electric energy from Qualified Net Metering Units (hereinafter referred to as "Customer-Generator") under the provisions of Section 386.890RSMo. the 'Net Metering and Easy Connection Act'. The Customer-Generator must meet the general technical requirements, testing requirements, and liability requirements listed under the provisions of Section 386.890RSMo. the 'Net Metering and Easy Connection Act', as well as the requirements specified in the Customer-Generators' applicable rate class under the Company's Schedule 5 - Schedule of Rates for Electric Service. Service under this rate shall be evidenced by a contract between Customer-Generator and the Company per the Interconnection Application/Agreement for Net Metering Systems With Capacity of 100 kW or less.

The availability of net metering is limited to those types of generation that have been certified by the Missouri Department of Natural Resources as renewable energy resources and which is intended primarily to offset part or all of the customer-generator's own electrical energy requirements. Net metering cannot be elected in conjunction with "Optional Time-of-Day Rate" service of any of Company's rate schedule.

Company will provide net metering service until the total rated generating capacity used by Customer-Generators is equal to or in excess of five percent (5.0%) of Company's single-hour peak load during the previous year. However in a given calendar year, no retail electric supplier shall be required to approve any application for interconnection if the total rated generating capacity of all application for interconnection already approved to date by said supplier in said calendar year equals or exceeds one percent (1.0%) of said supplier's single-hour peak load for the previous calendar year.

II. Billing.

a) Energy Pricing and Billing. Each billing period, Company shall measure the net electrical energy produced or consumed and bill the Customer-Generator as follows:

- i. If the electricity supplied by Company exceeds the electricity supplied by the Customer-Generator to Company, Company's bill will reflect the net electricity supplied by Company and the Customer-Generator's current service classification.
- ii. If the electricity supplied by Company is less than the electricity supplied by the Customer-Generator to Company, Company's bill will include a credit for the net electricity received by Company in accordance with the Non-Time-Differentiated Energy Rates contained in Section A.II.1 herein.

b) Minimum Bill

Net metering does not modify or eliminate any customer obligation(s) or billing provision(s) of the Customer's current rate schedule for delivery of electric power and energy such as the Customer Charge or any minimum billing demand (if applicable).

* Indicates Change.

FILED
Missouri Public
Service Commission
ET 2011-0102, YE 2011-0217

DATE OF ISSUE October 28, 2010 DATE EFFECTIVE November 27, 2010ISSUED BY Warner L. Baxter President & CEO St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 1 2nd Revised SHEET NO. 16CANCELLING SCHEDULE NO. 1 1st Revised SHEET NO. 16APPLYING TO MISSOURI SERVICE AREA**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH
CAPACITY OF 100 kW OR LESS – (CONTINUED)****2) Liability**

Liability insurance is not required for Customer-Generators when the generator is 10 kW or less. For generators greater than 10 kW, the Customer-Generator agrees to carry no less than \$100,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System. Insurance may be in the form of an existing policy or an endorsement on an existing policy.

* Absent clear and convincing evidence of fault on the part of Company, Company cannot be held liable for any action or cause of action relating to any damages to property or person caused by the generation unit of a Customer-Generator or the interconnection thereof pursuant to section 386.890.11, RSMo Supp. 2008. A Customer-Generator may have legal liabilities not covered under their existing insurance policy in the event the Customer Generator's negligence or other wrongful conduct causes personal injury (including death), damage to property, or other actions and claims.

3) Interconnection Costs

The Customer-Generator shall, at the Customer-Generator's cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator's System. The Customer-Generator further agrees to pay or reimburse to Company all of Company's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by Company for: (1) additional tests or analyses of the effects of the operation of the Customer-Generator's System on Company's local distribution system, (2) additional metering, and (3) any necessary controls. These Interconnection Costs must be related to the installation of the physical facilities necessary to permit interconnected operation of the Customer-Generator's System with Company's system and shall only include those costs, or corresponding costs, which would not have been incurred by Company in providing service to the Customer-Generator solely as a consumer of electric energy from Company pursuant to Company's standard cost of service policies in effect at the time the Customer-Generator's System is first interconnected with Company's system. Upon request, Company shall provide the Customer-Generator with a not-to-exceed costs statement for interconnection with Company based upon the plans and specifications provided by the Customer-Generator to Company.

4) Energy Pricing and Billing

Each billing period, Company shall measure the net electrical energy produced or consumed and bill the Customer-Generator as follows:

- a) If the electricity supplied by Company exceeds the electricity supplied by the Customer-Generator to Company, Company's bill will reflect the net electricity supplied by Company and the Customer-Generator's current service classification.
- b) If the electricity supplied by Company is less than the electricity supplied by the Customer-Generator to Company, Company's bill will include a credit for the net electricity received by Company in accordance with the Non-Time-Differentiated Energy Rates contained in Company's Schedule 1 – Electric Power Purchases, Section A.II.1.

* Indicates Addition.

FILED
Missouri Public
Service Commission

ET-2011-0102; YE-2011-0217

DATE OF ISSUE October 28, 2010 DATE EFFECTIVE November 27, 2010ISSUED BY Warner L. Baxter President & CEO St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 1 Original SHEET NO. 19

CANCELLING SCHEDULE NO. _____ SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREA**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH
CAPACITY OF 100 kW OR LESS – (CONTINUED)*****F. Customer-Generator Acknowledgement**

I am aware of the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Company's parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer's recommended practices, the provisions of IEEE Standard 1547 and the Company's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on Company's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Company's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Company no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to Company.

I agree not to operate the Customer-Generator System in parallel with Company's electrical system until this Application/Agreement has been approved by Company.

Signed (Customer-Generator): _____ Date: _____

***G. Application Approval (completed by Company)**

Company does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury to persons due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by Company on this _____ day of _____ (month), _____ (year).

Company Representative Name (print): _____

Signed Company Representative: _____

*Indicates Reissue.

FILED
Missouri Public
Service Commission

ET-2011-0102; YE-2011-0217

DATE OF ISSUE October 28, 2010 DATE EFFECTIVE November 27, 2010

ISSUED BY Warner L. Baxter President & CEO St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

7th Revised

SHEET NO. 138

CANCELLING SCHEDULE NO. 5

6th Revised

SHEET NO. 138

APPLYING TO

MISSOURI SERVICE AREA

RECEIVEDGENERAL RULES AND REGULATIONSI. GENERAL PROVISIONS

MAR 07 1994

Company currently, or in the future, shall be grounds for the disconnection of electric service. MISSOURI Public Service Commission

I. Objectionable Customer Load Characteristics

All equipment installed by customer shall have operating characteristics which enable Company to maintain a satisfactory standard of service to both the customer being served and all other customers in the immediate area. In cases of high motor starting current, customer loads resulting in harmonic distortions or significant loads with wide and/or frequent fluctuations, etc. customer shall install, on its side of Company's meter, all corrective equipment necessary to enable Company to maintain the integrity of its electric distribution system. For all customers not voluntarily complying with this requirement, Company, where practical, may install corrective equipment on its side of the meter and charge customer a lump sum amount for the current cost of such equipment and the cost of any subsequent additions to or replacement of such equipment, whenever said future installations occur. Failure of customer to install such corrective equipment or to pay for that installed by Company currently, or in the future, shall be grounds for the disconnection of electric service.

*J. Continuity of Service

Company will make all reasonable efforts to provide the service requested on an adequate and continuous basis, but will not be liable for service interruptions, deficiencies or imperfections which result from conditions which are beyond the reasonable control of the Company. The Company cannot guarantee the service as to continuity, freedom from voltage and frequency variations, reversal of phase rotation or singlephasing. The Company will not be responsible or liable for damages to customer's apparatus resulting from failure or imperfection of service beyond the reasonable control of the Company. In cases where such failure or imperfection of service might damage customer's apparatus, customer should install suitable protective equipment.

FILEDAPR 6 1994
91-122MISSOURI
Public Service Commission

*Indicates Reissue.

Issued pursuant to the Order of the Mo. P.S.C. in Case No. ED-91-122.

P.S.C. Mo. DATE OF ISSUE March 7, 1994DATE EFFECTIVE April 6, 1994

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY Charles W. Mueller

President & CEO

St. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

P.S.C. MO. No.	<u>2</u>		Original	Sheet No.	<u>R-23</u>
Canceling P.S.C. MO. No.	<u>1</u>			Sheet No.	

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

RULES AND REGULATIONS GAS
--

3. SUPPLYING AND TAKING OF SERVICE

3.01 Interruptions of Gas Service

Company shall not be responsible for any failure or interruption of gas service unless such failure or interruption is due to the willful and wanton misconduct of Company.

3.02 Use of Gas Service

A. Gas supplied is for the personal use of the customer.

B. The customer shall not sell the gas purchased from Company to any other customer, company, or person. The customer shall not deliver the gas purchased from Company to any connection wherein such gas is delivered off of customer's premises to another premise. For violation of this Rule, Company may remove its meter(s) and discontinue service. Customers receiving gas on retail rate tariffs shall not be permitted to submeter and resell gas.

3.03 Indemnity to Company

The customer shall indemnify, save harmless, and defend Company against all claims, damages, costs, or expenses for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the distribution and use of gas by the customer at or on the customer's side of the point of delivery.

3.04 Access to Customer's Premises

Access shall be given Company's duly authorized employees or agents to the customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, or removing all of its apparatus used in connection with supplying gas service. At the termination of any service agreement, Company shall be permitted access to remove all its properties from the customer's premises. Company shall have the right to enter upon the customer's premises to discontinue, cut off, and remove its gas service as soon as and as often as default shall be made by the customer which results in the termination of the service agreement. The customer shall be subject to and conform to such reasonable Rules as Company may establish to govern the general use of the gas it supplies.

DATE OF ISSUE: August 9, 2007
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

Attachment G-2

P.S.C. MO. No. 2 Original Sheet No. R-23
Canceling P.S.C. MO. No. 1 Sheet No. _____

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

RULES AND REGULATIONS
GAS

Deleted: 1

Deleted: 21

Deleted: AQUILA NETWORKS –
MPS and L&P
KANSAS CITY, MO 64138

Deleted:

Formatted: Indent: Left: 0 pt, First
line: 0 pt

Formatted: Indent: Left: 0 pt, First
line: 0 pt

Formatted: Indent: Left: 0 pt, First
line: 0 pt

3. SUPPLYING AND TAKING OF SERVICE

3.01 Interruptions of Gas Service

Company shall not be responsible for any failure or interruption of gas service unless such failure or interruption is due to the willful and wanton misconduct of Company.

3.02 Use of Gas Service

A. Gas supplied is for the personal use of the customer.

B. The customer shall not sell the gas purchased from Company to any other customer, company, or person. The customer shall not deliver the gas purchased from Company to any connection wherein such gas is delivered off of customer's premises to another premise. For violation of this Rule, Company may remove its meter(s) and discontinue service. Customers receiving gas on retail rate tariffs shall not be permitted to submeter and resell gas.

3.03 Indemnity to Company

The customer shall indemnify, save harmless, and defend Company against all claims, damages, costs, or expenses for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the distribution and use of gas by the customer at or on the customer's side of the point of delivery.

3.04 Access to Customer's Premises

Access shall be given Company's duly authorized employees or agents to the customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, or removing all of its apparatus used in connection with supplying gas service. At the termination of any service agreement, Company shall be permitted access to remove all its properties from the customer's premises. Company shall have the right to enter upon the customer's premises to discontinue, cut off, and remove its gas service as soon as and as often as default shall be made by the customer which results in the termination of the service agreement. The customer shall be subject to and conform to such reasonable Rules as Company may establish to govern the general use of the gas it supplies.

DATE OF ISSUE: August 9, 2007 EFFECTIVE DATE: September 8, 2007
ISSUED BY: Kelly S. Walters, Vice President

Deleted: April 27, 2004

Deleted: May 1, 2004

Deleted: Robert Amdor, Regulatory
Services

P.S.C. MO. No. 2
Canceling P.S.C. MO. No. 1

Original Sheet No. R-26
Sheet No. _____

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

<p align="center">RULES AND REGULATIONS GAS</p>

3.07 Limitations of Gas Supply (Continued)

including emergencies involving the protection of air quality. Company shall grant requests for emergency exemptions only if it is satisfied that the customer has, to the maximum extent possible, scheduled the use of all alternate sources of supply available during the emergency period involved and otherwise meets the conditions imposed for emergency exemption. Request for such exemptions may be submitted by telephone, but must immediately be followed by a written request setting forth details of the nature, cause, and expected duration of the emergency. Where supplemental volumes are delivered to a customer under this provision, the customer must act with dispatch to eliminate the cause of the emergency, and may be required to pay back such supplemental deliveries from future allocations.

RELIEF FROM LIABILITY: Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of 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 priority of service plan or curtailment procedures 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.

PRECEDENCE: To the extent that this Section, or any provision(s) hereof conflict with any other provision(s) of Company's filed tariff(s), General Terms and Conditions for Gas Service, or contracts, this Rule shall take precedence.

DATE OF ISSUE: August 9, 2007
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

Cancelling P.S.C. MO. No. 1

{Original} SHEET NO.
{Revised}

FOR – All Areas

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

FACILITIES AND RESPONSIBILITIES (continued)

If the tested meter is inaccurate by more than two percent (2%), then the cost of the test shall not be charged to the Customer. The Company shall make a test of the accuracy of any gas service meter free of charge upon request of a Customer, provided that the meter has not been tested within twelve months of such request.

2. Customer Facilities and Responsibilities

2.1 Customer's Responsibilities to Company Relating to Gas Facilities

- a. The Customer shall exercise reasonable care to protect Company property on Customer's premises from loss or damage. Customer shall be liable for any loss of property or damage thereto and shall pay to Company the cost of appropriate repairs or replacements for such loss or damage to property. When there is a change in the Customer's operation or construction that in the judgment of the Company makes the relocation of facilities necessary or if relocation is required by the Customer, the Company will move such facilities at the Customer's expense to an acceptable location on the Customer's premises.
- b. The Customer shall provide a suitable place for the Company gas meter satisfactory to the Company. The Company shall determine that the installation location is protected from corrosion, anticipated vehicular traffic and other damages. Subsequent to its installation, the Customer shall see that the meters are protected from damage or accident and will not permit any person other than the agent of the Company, or a person lawfully authorized to do so, to remove, inspect or handle the meter.
- c. The Company's authorized agent shall have access to the Customer's premises at all times to inspect, read, repair or remove its meters and other property and at all reasonable times to inspect the appliances installed on Customer's premises.
- d. In the event of the escape of gas, Customer shall take reasonable precaution to prevent ignition of escaping gas and shall immediately notify the Company.
- e. The Customer shall not construct buildings over a gas service line and/or enclose gas metering equipment. In the event a Customer builds over the gas service line and/or encloses the gas meter, the cost of relocation shall be paid by the Customer.
- f. In the case where the Customer is not the owner of the premises or of intervening property between the premises and the Company's main, the Customer shall obtain from the property owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property or all piping, or other gas equipment required for the supply of gas to the Customer.

DATE OF ISSUE: March 1, 2007
month day yearDATE EFFECTIVE: April 1, 2007
month day yearISSUED BY: Patricia Childers
name of officerVice President-Rates and Regulatory Affairs
titleFranklin, TN
address**Filed**Missouri Public
Service Commission

GR-2006-0387

Cancelling P.S.C. MO. No. 1

{Original} SHEET NO.

{Revised}

FOR – All Areas

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

CURTAILMENT OF SERVICE (CONT'D)

For Pipeline System Capacity Deficiency:

Category 1: Service to residential Customers, public housing authorities, public schools, hospitals and other human needs Customers receiving firm service from the Company.

Category 2: Commercial firm service.

Category 3: Industrial firm service.

Category 4: Commercial Service Interruptible service.

Category 5: Industrial Service Interruptible service.

Curtailment Procedures: Notice shall be given to all affected Customers by telephone or in writing via e-mail or fax for Customers in Categories 3, 4 and 5 above. Notice shall be given to all other affected Customers via mass media (radio and television). Notice shall be given as far in advance as possible and may be changed by the Company as conditions warrant.

Curtailment shall be assigned initially to the lowest priority category (Category 5) and successively to each higher priority category as required. Should partial service only be available to an affected category, deliveries to individual Customers shall be limited to the Customer's pro rata share of available supply or capacity, such allocation to be based on the ratio of the Customer's requirements in the category for which partial service is available to the aggregate requirements of all the Company's Customers in the same category.

The Customer will designate a telephone number, fax number or e-mail address to be notified when curtailment periods are to begin and end. When ordered to curtail, the Customer will discontinue use of gas service as promptly as possible, but no later than two hours after receiving notice to curtail use. Should the Customer fail to discontinue service after receiving notice, the Company shall have the right to physically disconnect the service facilities.

The Company shall not be liable for any loss or damage that may be sustained by Customers by reason of any interruption and/or curtailment of service. If continuity of fuel supply is required by the Customer, the Customer should install and maintain whatever stand-by fuel and fuel-burning equipment may be needed.

DATE OF ISSUE: March 1, 2007
month day year

DATE EFFECTIVE: April 1, 2007
month day year

ISSUED BY: Patricia Childers
name of officer

Vice President-Rates and Regulatory Affairs
title

Franklin, TN
address

FiledMissouri Public
Service Commission**GR-2006-0387**

Cancelling P.S.C. MO. No. 1

{Original} SHEET NO.
{Revised}

Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

OTHER CONDITIONS OF SERVICE

The Company shall endeavor to furnish continuous service to the Customer but does not guarantee uninterrupted service. Further, the Company shall not be liable for loss or damage resulting from interruptions or deficiencies in service occasioned by any cause except willful default or willful neglect on its part.

Gas purchased from the Company shall be used by the Customer at one location and shall not be resold. The term "one location", as used herein, shall include separate buildings only if such separate buildings are immediately adjacent and not separated by either private or public right-of-way.

The Company will determine the adjustment, if any, to be made for wastage of gas occurring without knowledge to the Customer, on the basis of the circumstances involved in each specific instance.

Additional Load: Meters and equipment supplied by the Company for each Customer have definite capacities and no major addition to the equipment or load connected hereto shall be made except by consent of the Company. Failure to give notice of additions or changes in load, and to obtain Company's consent for same, shall render the Customer liable for any damage to any of Company's lines or equipment caused by the additional load or changed installation. The Customer agrees to notify the Company of any material changes in his installation or load conditions. Upon such notification, the Company will assist in determining if a change in rates is desirable. Unless required by substantial changes in the Customer's installation, not more than one change in rates will be made within any twelve-month period.

A Customer applying for or receiving gas service who also obtains a portion of its gas requirements from a source other than the Company is deemed to have partial service. The Customer shall, at its own expense, install and maintain at or after the Point of Delivery in a manner acceptable to the Company, adequate valves, switched or other equipment to segregate the delivery of Company provided or transported gas. This is necessary to preclude any commingling of gas from other sources with the natural gas delivered by the Company. This provision does not apply to pipeline quality natural gas purchased by the Customer from a source other than the Company and transported through the Company system.

DATE OF ISSUE: March 1, 2007
month day yearDATE EFFECTIVE: April 1, 2007
month day yearISSUED BY: Patricia Childers
name of officerVice President-Rates and Regulatory Affairs
titleFranklin, TN
address

**UNION ELECTRIC COMPANY
GAS SERVICE**

Applying to _____

MISSOURI SERVICE AREA

RECEIVED

DEC 2 1988

III. General Provisions (Cont'd.)**MISSOURI****C. Customer's Equipment****Public Service Commission**

Service will be supplied by Company only when the equipment on the premises served is installed, operated and maintained by customer in accordance with the current National Fuel Gas Code and in a condition and manner satisfactory to and approved by the governmental inspection authority having jurisdiction, where such authority exists.

D. Company Access to Customer Premises

Company will be provided safe access to customer's premise to examine, repair, or remove Company facilities, make disconnections or reconnections of service, read or test meters, or for any other purposes associated with providing service to customer.

E. Customer Obligations

Customer will be responsible for the following:

1. Notifying and receiving approval from the Company of any significant changes in consumption levels or in customer's equipment which may affect the proper functioning of company's meter and service facilities or may require a change in the Company facilities which supply service to customer.
2. The prevention of any damage, alteration or interference with Company metering, service and all other gas facilities, on customer's premises, by customer or any other party on customer premises.

Customer will pay to Company the cost of repair or replacement of any Company facilities damaged as a result of customer's failure to properly exercise the above obligations.

FILED**JAN 1 1989****Public Service Commission****DATE OF ISSUE** December 2, 1988**DATE EFFECTIVE** January 1, 1989**ISSUED BY** William E. Cornelius**Chairman****St. Louis, Missouri**

Name of Officer

Title

Address

UNION ELECTRIC COMPANY GAS SERVICE

RECEIVED

Applying to MISSOURI SERVICE AREA

JAN 09 1998

V. Installation of Service Pipe

**MISSOURI
Public Service Commission**

A. Specifications

Company will specify the connection point to its distribution main, the route of the service pipe and the point of delivery for the requested service, and will furnish, install and maintain such facilities. Where in Company's judgment an existing service pipe meets the requirements for the service being requested, Company will use the existing service.

*B. Customer Payment

The service pipe charges indicated on Sheet No. 19, Miscellaneous Charges, will be billed to the customer upon Company's completion of the installation of the specified service facilities.

C. Customer Owned Service Pipe

When Company becomes aware of the need to do so, Company will repair or replace as necessary customer owned service pipe installed by customers prior to April 1, 1977 in former Missouri utilities Company's Central and Mid-Mo Districts and prior to December 1, 1979 in former Missouri Utilities Company's Southeast and Ozark Districts, but will not assume ownership responsibility for such service facilities until their replacement by Company, which will be done based upon Company's sole judgment and discretion.

D. Company Liability

Company will not be liable for and customer will indemnify and save Company harmless from all claims for trespass, injury to persons, or damage to lawn, trees, shrubs, buildings, or other property that may be caused by the installation or replacement of service pipe and other necessary facilities to serve customer unless the injury to persons or damage to property has been caused by negligence of the Company or its employees.

FILED

FEB 18 1998
97 - 393

**MISSOURI
Public Service Commission**

* Indicates Change.

DATE OF ISSUE <u>January 9, 1998</u>	DATE EFFECTIVE <u>February 18, 1998</u>	
ISSUED BY <u>C. W. Mueller</u>	<u>President & CEO</u>	<u>St. Louis, Missouri</u>
<small>Name of Officer</small>	<small>Title</small>	<small>Address</small>

REC'D NOV 17 2000

FORM NO. 13 P.S.C. No. 1

(original)

Sheet No. 69

Cancelling P.S.C. MO No. 1

1st (revised)

(original)

Sheet No. 69

(revised)

Southern Missouri Gas Company, L.P.
Name of Issuing CorporationFor All Communities and Rural Areas
Receiving Natural Gas Service
Community, Town or City

RULES AND REGULATIONS (cont.)

(32) Existing Commitments

(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 have been prepared prior to said date.

(33) Emergency Curtailment Plan

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.

(33.1) Relief from Liability

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.

(33.2) Precedence

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.

Missouri Public
Service Commission
00-485

FILED DEC 01 2000

DATE OF ISSUE November 17, 2000
month day yearDATE EFFECTIVE November 17, 2000month day year
DEC 01 2000ISSUE BY Tom M. Taylor
name of officerPresident
title8801 S. Yale, Ste. 385, Tulsa, OK 74137
address

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

TRANSPORTATION PROVISIONS

TRPR

- (c) Exception to Curtailment Priority: Company may curtail customers in higher priority categories before curtailing customers in lower priority categories only if curtailing lower priority category customers would not be useful in maintaining deliveries to the higher priority customers.
- (d) Allocation of Partial Capacity: Should partial service only be available to an affected category, deliveries to individual customers shall be limited to the customer's pro rata share of available supply, such allocation to be based on the ratio of the customer's requirements in the category for which partial service is available to the aggregate requirements of all the Company's customers in the same category.
- (e) Emergency Usage during POCs: A customer may request to use gas above authorized levels to forestall irreparable injury to life or property. Requests by telephone shall be followed immediately by a written request. Written requests shall state the nature, cause, and expected duration of the emergency and may be submitted by facsimile (fax) transmission. The customer must act to eliminate the cause of the emergency as soon as practicable. The charge for usage above authorized levels shall be determined at the time Company receives the customer's request. Disputes concerning this charge shall be referred to the Commission for resolution.
- (f) Relief from Liability: Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of Company's failure to deliver all or any portion of the volumes of gas desired by a customer or group of customers during a POC. Company's relief shall apply if curtailment is according to these General Terms and Conditions or any other orders or directives of duly constituted authorities including, but not limited to, the Missouri Public Service Commission.

DATE OF ISSUE: October 23 2003
 Month Day Year

DATE EFFECTIVE: November 22 2003
 Month Day Year

ISSUED BY: Robert J. Hack

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

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

Fifth Revised
Fourth Revised

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

Missouri Gas Energy,
 a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.19 COMPANY LIABILITY: Customer shall save Company harmless from customer's claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the service line, yard line and other necessary appurtenances to serve customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by negligence on the part of Company or its accredited personnel.

Company may refuse or discontinue service if an inspection or test reveals leakage, escape or loss of gas on customer's premises. Provided that the Company has complied with 4 CSR 240-40.030(10)(J), 4 CSR 240-40.030(12)(S) and 4 CSR 240-40.030(14)(B), Company will not be liable for any loss, damage or injury whatsoever caused by such leakage, escape or loss of gas from customer's service line, yard line, ancillary lines, house piping, appliances or other equipment.

The Company does not own, nor is it responsible for the repair or maintenance of any piping, vents, or gas utilization equipment on the downstream side of the gas meter, its related appurtenances and piping. All piping, vents or gas utilization equipment furnished by the owner/customer of the premises being served shall be suitable for the purposes hereof and the owner/customer of the premises shall be responsible for the repair and maintenance of such at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company. As with any fixture or appurtenance within premises, piping, vents or gas utilization equipment can fail, malfunction or fall into disrepair at any time and as such the owner/customer of the premises being served shall be aware of this fact, and Company shall owe customer no duty to warn of potential hazards that may exist with such facilities on the downstream side of the gas meter, its related appurtenances and piping, provided that the Company has complied with 4 CSR 240-40.030(10)(J), 4 CSR 240-40.030(12)(S) and 4 CSR 240-40.030(14)(B).

The owner/customer shall be responsible at all times for the safekeeping of all Company property installed on the premises being served, and to that end shall give no one, except the Company's authorized employees, contractors or agents, access to such property. The owner/customer of the premises being served shall be liable for and shall indemnify, hold harmless and defend the Company for the cost of repairs for damage done to Company's property due to negligence or misuse of it by the owner/customer or persons on the premises affected thereby.

DATE OF ISSUE December 9, 2011
 month day year

DATE EFFECTIVE January 19, 2012
 month day year

ISSUED BY Michael R. Noack

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

FILED
 Missouri Public
 Service Commission
 GT-2012-0183; YG-2012-0261

Cancelling P.S.C.MO. No. _____

{ Original } SHEET No. _____
{ Revised }LAKE NORTHWOODS UTILITY CO., INC. For All Service Territories
Name of Issuing Corporation Community, Town or CityRules and Regulations Governing
Rendering of Service

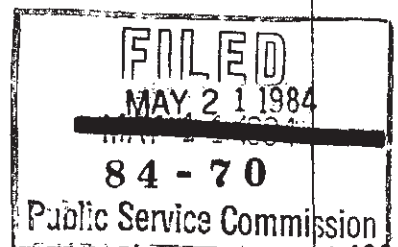
RECEIVED

RULE 3. Liability of the Company

MAY 21 1984

- A. The Company shall not be responsible for any failure to remove water from the customer's premises, or for water backup or flooding, or for interruption of service, if such failure or interruption is without willful default or negligence on Company's part.
- B. The Company shall not be liable for damages resulting to Customer or to third persons, unless due to negligence on the part of the Company, and without any contributory negligence on the part of the customer or such third party.
- C. The Company shall not be liable for damages because of any interruption of water service or for damages caused by defective piping and appliances on the customer's premises.
- D. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any services rendered to its customer, except as covered in the Company's rules and regulations.
- E. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the intent of these rules and regulations.

*Indicates new rate or text
+Indicates change



MAY 21 1984

DATE OF ISSUE May 4, 1984
month day yearDATE EFFECTIVE May 4, 1984
month day yearISSUED BY William H. Jaffke, PresidentSt. Louis, Missouri

name of officer

title

address

Cancelling P.S.C.MO. No. _____

(Original)

SHEET No. _____

(Revised)

LAKE NORTHWOODS UTILITY CO., INC. For All Service Territories
 Name of Issuing Corporation Community, Town or City

RECEIVED

Rules and Regulations Governing

Rendering of Service

MAY 21 1984

RULE 5. Liability of the Company

- A. The Company shall not be responsible in damages for any failure to remove wastewater from the premises, or for sewer backup or flooding, or for interruption of service, if such failure or interruption of service is without willful default or negligence on the Company's part.
- B. The Company shall not be liable for damages resulting to the customer or to third persons, unless due to the negligence on the part of the Company and without any contributory negligence on the part of the customer or third party.
- C. The Company shall not be liable for damages because of any interruption of sewer service or for damages caused by defective piping and appliances on the customer's premise.
- D. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its customers, except as covered in the Company's rules and regulations.
- E. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement, or representation contrary to the letter or intent of these rules and regulations.

*Indicates new rate or text

+Indicates change



DATE OF ISSUE May 4, 1984
 month day year

DATE EFFECTIVE May 14, 1984
 month day year

ISSUED BY William H. Jaffke, President
 name of officer

St. Louis, Missouri
 title address

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Rules And Regulations Governing The Rendering of
Water Service

Rule 3 LIABILITY OF THE COMPANY

- A. The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service or fixtures or in the physical connection between the Customer's service and the Company owned service connection.
- B. If for any reason beyond the control of the Company it becomes necessary to shut off water in the mains, the Company will not be responsible for any damages occasioned by such shut off. The Company will not be responsible for damages caused by turbid water which may be occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates or hydrants, or any other cause when the same is due to no lack of reasonable care on the part of the Company.
- C. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's Rules and Regulations.
- D. The Company shall not be responsible in damages for any failure to supply water to the premises or for interruption if such failure or interruption is without willful default or negligence on its part.
- E. The Company shall not be liable for damages resulting to Customer or to third persons, unless due to contributory negligence on the part of the Company, and without any contributory negligence on the part of the Customer or such third party.
- F. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided for in these rules.
- G. The Company shall use reasonable diligence in providing a regular and uninterrupted supply of water, but in case the supply of water is interrupted by reason of-strike, riot, invasion, storm, fire, accident, breakdown, legal process, state or municipal interference or any cause beyond its control, the Company shall not be liable for damage to the Customer for interruption in service due to any of the aforesaid causes.

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE: August 26, 2011DATE EFFECTIVE: ~~October 1, 2011~~ **October 15, 2011**ISSUED BY: Frank Kartmann
name of officerPresident
title727 Craig Road, St. Louis, MO 63141
address

FILED
Missouri Public
Service Commission
JW-2012-0085

TERRE DU LAC UTILITIES, INC.

For Terre Du Lac Lake Development

Name of Issuing Corporation

Community, Town or City

St. Francois and WashingtonCounties, MissouriRules and Regulations Governing Rendering
of Water Service

MAY 3 1974

Rule 2 DEFINITIONS (continued)(5) Each dwelling unit, house or building in a row having party walls; or

(6) A contiguous group or combination of buildings owned or leased by a Customer and occupied by a single family or firm as a residence or place of business; or

(7) A contiguous group or combination of buildings operated as a hospital or other public service institution; or

(8) A single lot or park or playground;

with specific understanding that in instances where two or more of the above designations might apply, the most restrictive shall be deemed appropriate.

(d) A "Water Main" is a pipeline which is owned and maintained by the Company, located on public property or on private easements, and used to transport water from the storage facilities to the certified service area.

(e) A "Customers Water Service" is a pipe with appurtenances installed, owned, and maintained by the Customer, used to convey water from the Company's metering equipment to the customer's premise.

Rule 3 LIABILITY OF THE COMPANY

(a) The Company shall not be responsible in damages for any failure to supply water to the premises or for interruption if such failure or interruption is without willful default or negligence on its part.

FILED

JUL 30 1974

*Indicates new rate or text

+Indicates change

DATE OF ISSUE MAY 1 1974DATE EFFECTIVE JUL 30 1974JUL 30 1974
JUN 1 1974

month day year

month day year

ISSUED BY Donald R. Shum

President, Bonne Terre, Missouri

name of officer

title

address

Cancelling P.S.C.MO. No.

SHEET No.

TERRE DU LAC UTILITIES, INC.

Terre Du Lac Lake Development

Name of Issuing Corporation

For

Community, Town or City

St. Francois and Washington

Counties of Missouri

Rules and Regulations Governing Rendering
of Water Service

MAY 3 1974

Rule 3 LIABILITY OF THE COMPANY (Continued)

- (b) The Company shall not be liable for damages resulting to Customer or to third persons, unless due to contributory negligence on the part of the Company, and without any contributory negligence on the part of the Customer or such third party.
- (c) The Company shall not be liable for damages because of any interruption of water service or for damages caused by defective piping and appliances on the customer's premises.
- (d) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's rules and regulations.
- (e) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter of intent of these rules and regulations. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided for in these rules, unless such authority is in writing and signed by the General Manager of the Company.

Rule 4 SERVICE CONNECTIONS

- (a) A written application or contract properly executed, will be required from the Customer, before the Company will be required to supply service; provided, however, that the Company shall have the right to reject, for failure of the customer to abide by its rules and regulations on file with the Commission, any application. In any case where unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for such reasonable period of time as is specified by the Company at the time of the making of such contract.

*Indicates new rate or text

+Indicates change

MAY 1 1974

DATE OF ISSUE

month day year

DATE EFFECTIVE

JUL 30 1974

month day year

ISSUED BY

name of officer

President, Bonne Terre, Mo.

title

address

Cancelling P.S.C.MO. No. _____

{ Original } SHEET No. _____

{ Revised }

TERRE DU LAC UTILITIES CORP.

Name of Issuing Corporation

For Terre Du Lac Lake Development

Community, Town or City

St. Francois and Washington

Counties, Missouri

Rules and Regulations Governing Rendering
of Sewer Service**RECEIVED****MAR 12 1974**Rule 2 DEFINITIONS (cont.)(5) Each dwelling unit, house or building in **MISSOURI**
having party walls; or **Public Service Commission**(6) A contiguous group or combination of buildings
owned or leased by a Customer and occupied by a
single family or firm as a residence or place of
business; or(7) A contiguous group or combination of buildings
operated as a hospital or other public service
institution; or

(8) A single lot or park or playground;

with specific understanding that in instances where
two or more of the above designations might apply, the
most restrictive shall be deemed appropriate.(d) A "COLLECTING SEWER" is a pipeline which is
owned and maintained by the Company, located on public
property or on private easements, and used to transport
sewage wastes to a central point for disposal.(e) A "CUSTOMERS SERVICE SEWER" is a pipe with appurte-
nances installed, owned, and maintained by the Customer,
used to conduct sewage from the Customer's premise
to the main.(f) A "SERVICE CONNECTION" is the point at which the
Customer's service sewer is connected to the main
through a "Y" branch or approved saddle.**FILED****JUL 15 1974**Rule 3 LIABILITY OF THE COMPANY(a) The Company shall not be responsible in damages for
any failure to remove waste water from the premises or
for interruption if such failure or interruption is
without wilful default or negligence on its part.**Public Service Commission**

*Indicates new rate or text

+Indicates change

DATE OF ISSUE MAR 7 1974
month day yearDATE EFFECTIVE MAR 15 1974
month day yearISSUED BY Don Schum
name of officerPresident, Bonne Terre, Missouri
title address

Cancelling P.S.C.MO. No. _____

{ Original } SHEET No. _____
{ Revised }TERRE DU LAC UTILITIES CORP.

Name of Issuing Corporation

For Terra Du Lac Lake Development
Community, Town or CitySt. Francis and Washington

County, State

Rules and Regulations Governing Rendering
of Sewer Service

MAR 12 1974

Rule 3 LIABILITY OF THE COMPANY (cont.)MISSOURI
Public Service Commission

- (b) The Company shall not be liable for damages to Customer or to third persons, unless due to contributory negligence on the part of the Company, and without any contributory negligence on the part of the Customer or such third party.
- (c) The Company shall not be liable for damages because of any interruption of sewer service or for damages caused by defective piping and appliances on the customer's premises.
- (d) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's rules and regulations.
- (e) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules and regulations. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided for in these rules, unless such authority is in writing and signed by the General Manager of the Company.

Rule 4 SERVICE CONNECTIONS

- (a) A written application or contract properly executed, will be required from the Customer, before the Company will be required to supply service; provided, however, that the Company shall have the right to reject, for noncompliance with the Company's rules and regulations or local governmental regulations, any application. In any case where unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for such ~~reasonable~~ period of time as is specified by the Company at the time of the making of such contract.

*Indicates new rate or text

+Indicates change

JUL 15 1974

Public Service Commission JUL 15 1974

DATE OF ISSUE

MAR 7 1974

month day year

DATE EFFECTIVE

month day year

ISSUED BY

Don Schu

name of officer

President, Bonne Terre, Missouri

title

address

Cancelling P.S.C.MO. No. _____

(Original) SHEET No. _____
(Revised)LAKE NORTHWOODS UTILITY CO., INC. For All Service Territories
Name of Issuing Corporation Community, Town or CityRules and Regulations Governing
Rendering of Service

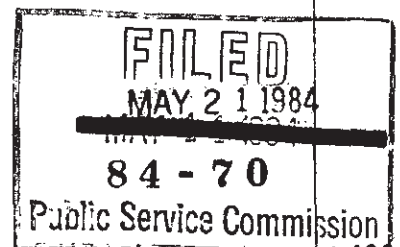
RECEIVED

RULE 3. Liability of the Company

MAY 21 1984

- A. The Company shall not be responsible for any failure to remove water from the customer's premises, or for water backup or flooding, or for interruption of service, if such failure or interruption is without willful default or negligence on Company's part.
- B. The Company shall not be liable for damages resulting to Customer or to third persons, unless due to negligence on the part of the Company, and without any contributory negligence on the part of the customer or such third party.
- C. The Company shall not be liable for damages because of any interruption of water service or for damages caused by defective piping and appliances on the customer's premises.
- D. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any services rendered to its customer, except as covered in the Company's rules and regulations.
- E. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the intent of these rules and regulations.

*Indicates new rate or text
+Indicates change



MAY 21 1984

DATE OF ISSUE May 4, 1984
month day yearDATE EFFECTIVE _____
month day yearISSUED BY William H. Jaffke, PresidentSt. Louis, Missouri

name of officer

title

address

Cancelling P.S.C.MO. No. _____

(Original) SHEET No. _____
(Revised)LAKE NORTHWOODS UTILITY CO., INC. For All Service Territories
Name of Issuing Corporation Community, Town or City

RECEIVED

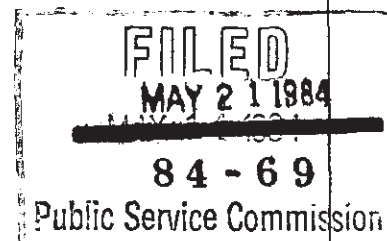
Rules and Regulations Governing
Rendering of Service

MAY 21 1984

RULE 5. Liability of the Company

- A. The Company shall not be responsible for damages for any failure to remove wastewater from the premises, or for sewer backup or flooding, or for interruption of service, if such failure or interruption of service is without willful default or negligence on the Company's part.
- B. The Company shall not be liable for damages resulting to the customer or to third persons, unless due to the negligence on the part of the Company and without any contributory negligence on the part of the customer or third party.
- C. The Company shall not be liable for damages because of any interruption of sewer service or for damages caused by defective piping and appliances on the customer's premise.
- D. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its customers, except as covered in the Company's rules and regulations.
- E. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement, or representation contrary to the letter or intent of these rules and regulations.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE May 4, 1984
month day yearDATE EFFECTIVE May 14, 1984
month day yearISSUED BY William H. Jaffke, President
name of officerSt. Louis, Missouri
title address

{ Revised }

Cancelling P.S.C.MO. No. _____

{ Original }

SHEET No. _____

{ Revised }

STODDARD COUNTY SEWER CO., INC.
Name of Issuing Corporation

For Stoddard County, Missouri

Community Town or City

RECEIVED

Rules and Regulations Governing Rendering of
Sewer Service

OCT 11 1979

M. LIABILITY OF THE COMPANY.

MISSOURI

Public Service Commission

- a. The Company shall not be responsible in damages for any failure to remove waste water from the premises or for interruption if such failure or interruption is without willful, default or negligence on its part.
- b. The Company shall not be liable for damages resulting to Customer or to third persons, unless due to contributory negligence on the part of the Company, and without any contributory negligence on the part of the Customer or such third party.
- c. The Company shall not be liable for damages because of any interruption of sewer service or for damages caused by defective piping and appliances on the Customer's premises.
- d. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any services rendered to its Customers except as covered by the Company's Rules and Regulations.
- e. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter of intent to these Rules and Regulations. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided in these Rules, unless such authority is in writing and signed by an officer of the Company.

FILED

DEC 1 1979

Public Service Commission

*Indicates new rate or text

+Indicates change

DATE OF ISSUE 10-15-79
month day yearDATE EFFECTIVE 12-1-79
month day yearISSUED BY Carl Bean President Route 3, Dexter, MO 63841
name of officer title address

FORM NO. 13 P.S.C.MO. No. 2 { Original } SHEET No. 10
~~REVISED~~
 Cancelling P.S.C.MO. No. 1 { Original } SHEET No. 8
~~REVISED~~

Cedar Hill Utility Company, Inc.
 Name of Issuing Corporation

For Certificated area in
Community, Town or City
Jefferson County, Missouri

**RULES AND REGULATION GOVERNING RENDERING
 OF SEWER SERVICE (cont'd)**

RECEIVED

APR 8 1987

Rule 3 LIABILITY OF THE COMPANY

**MISSOURI
 Public Service Commission**

- (a) The Company shall not be responsible for damages resulting from failure to remove waste water from the premises or for interruption of service if such failure or interruption is without willful default or negligence on its part.
- (b) The Company shall not be liable for damages resulting to Customer or to third persons, unless due to negligence on the part of the Company, and without any contributory negligence on the part of the Customer or such third party.
- (c) The Company shall not be liable for damages because of any interruption of sewer service or for damages caused by defective piping and appliances on the Customer's premises.
- (d) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any services rendered to it's Customer, except as covered in the Company's rules and regulations.
- (e) No employee or agent of the Company shall have the right or authority to bind the Company by any promise, agreement or representation contrary to the intent of these rules and regulations. Nor shall any employee or agent of the Company have authority to bind the Company by any promise, agreement, or representation not provided for in these rules, unless such authority is in writing and signed by the President or Manager of the Company.

FILED

MAY 22 1987

Public Service Commission

*Indicates new rate or text

+Indicates change

DATE OF ISSUE April 8, 1987 DATE EFFECTIVE MAY 22 1987
 month day year month day year

ISSUED BY Norman Goad, President, Box 200, Cedar Hill, MO 63016
 name of officer title address

{ Original
Revised }SHEET No. 12

Cancelling P.S.C.MO. No. _____

{ Original
Revised }

SHEET No. _____

W. P. C. Sewer Company
Name of Issuing CorporationFor - Pettis County, Missouri
Community, Town or City

RECEIVED

MAR 15 1989

MISSOURI

Public Service Commission

RULE 5. Liability of the Company

(A) The Company shall not be responsible in damages for any failure to remove waste water from the premises, or for sewer backup or flooding, or for interruption of service, if such failure or interruption is without negligence on its part.

(B) The Company shall not be liable for damages resulting to Customer or to third persons, unless due to negligence on the part of the Company, and without any contributory negligence on the part of the Customer or such third party.

(C) The Company shall not be liable for damages because of any interruption of sewer service or for damages caused by defective piping and appliances on the Customer's premises.

(D) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's rules and regulations.

(E) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules and regulations. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided for in these rules unless such authority is in writing and signed by the President of the Company.

FILED

*Indicates new rate or text
+Indicates change

MAY 1 1989

89 - 45

Public Service Commission

DATE OF ISSUE March 20, 1989
month day yearDATE EFFECTIVE MAY 1 1989
month day yearISSUED BY A. B. Monsees
name of officerPresident
titleSedalia, MO.
address

Cancelling P.O. NO. No.

(Original) (Revised) Attachment No. 13
Attachment No. 13

West 16th St. Sewer Co.

Name of Issuing Corporation

For

Pettis County, Missouri

Community, Town or City

Rules for Rendering Sewer Service

APR 24 1991

RULE 5. Liability of the Company

Public Service Commission

(A) The company shall not be responsible for damages for any failure to remove waste water from the premises, or for sewer backup or flooding, or for interruption of service, if such failure or interruption is without negligence on its part.

(B) The Company shall not be liable for damages resulting to Customer or to third persons, unless due to negligence on the part of the Company, and without any contributory negligence on the part of the Customer or such third party.

(C) The Company shall not be liable for damages because of any interruption of sewer service or for damages caused by defective piping and appliances on the Customer's premises.

(D) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's rules and regulations.

(E) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules and regulations. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided for in these rules unless such authority is in writing and signed by the President of the Company.

FILED

*Indicates new rate or text
+Indicates change

MAY 30 1991
90 - 288
Public Service Commission

DATE OF ISSUE April 11, 1991
month day year

DATE EFFECTIVE May 30, 1991
month day year

ISSUED BY A. B. Monsees *AB Monsees* President Sedalia, MO

In the Matter of An Investigation Into)
Limitations of Liability for Public) Case No. AO-2012-0173
Utilities)

STATE OF MISSOURI)
COUNTY OF COLE) ss

Natelle Dietrich


Notary Public

