

Missouri Gas Energy,  
a Division of Southern Union Company

For: All Missouri Service Areas

## GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

### 1. DEFINITIONS

The following terms, when used in these General Terms and Conditions for Gas Service, in Company's rate schedules and in customers' service agreements, shall, unless otherwise indicated therein, have the meanings given below:

- 1.01 **ANCILLARY LINE:** Exterior piping installed by customer and connected to the yard line to supply fuel to any exterior appliance or apparatus.
- 1.02 **BILLING PERIOD:** A normal usage period of not less than 26 nor more than 35 days, except for initial, corrected or final bills.
- 1.03 **COMPANY:** Missouri Gas Energy, a Division of Southern Union Company, any successor or assignee thereof acting through its duly authorized officers, agents or employees within the scope of their respective duties and authorities.
- 1.04 **CUSTOMER:** A person or legal entity responsible for payment for service except one denoted as a guarantor. The term customer is also used to refer to an applicant for gas service.
- 1.05 **CUSTOMER-OWNED DISTRIBUTION NETWORK:** A system of customer-owned lines located downstream from a Company-owned master meter. Such networks include, but are not limited to, institutional, educational and health care campuses, military complexes, industrial facilities, commercial complexes, irrigation systems and oil and natural gas leases.
- 1.06 **COMMISSION:** The Public Service Commission Of The State Of Missouri and any successor of such commission having jurisdiction of the subject matter herein.
- 1.07 **CYCLE BILLING:** A system employed by Company which results in the rendition of bills for gas service to various customers on different days of any billing period.

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ISSUED BY \_\_\_\_\_ Director, Rates and Regulatory Affairs  
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Missouri Gas Energy,  
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3. SUPPLYING GAS SERVICE

- 3.01 AVAILABILITY: Company will supply gas service in accordance with its rate schedules and these General Terms and Conditions for Gas Service on file with and approved by the Commission.

Except as otherwise provided in Sections 9 and 10 herein, or unless special arrangements have been made between customer and Company, gas service will be supplied by Company under an available rate schedule only at such premises as are adjacent to Company's existing distribution facilities which are adequate and suitable to supply gas service for the requirements of customer. Company shall not be required to furnish gas service at a pressure in excess of 7 inches water column.

Upon the request of any interested person, Company will furnish information regarding the location and size of its distribution mains and the character of service available at any location.

- 3.02 PRIOR INDEBTEDNESS OF CUSTOMER: Company shall not be required to commence supplying gas service if at the time of application, the applicant, or any member of applicant's household (who has received benefit from previous gas service), is indebted to Company for such gas service previously supplied at the same premises or any former premises until payment of such indebtedness shall have been made. This provision cannot be avoided by substituting an application for service at the same or at a new location signed by some other member of the former customer's household or by any other person acting for or on behalf of such customer.

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ISSUED BY

F. Jay Cummings

Vice President, Rates and Regulatory Affairs

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

First Revised  
Original

SHEET No. R-20  
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In order to expedite service to a customer moving from one location to another, Company may provide service at the new location before all bills and charges are paid for service at the prior location. Company reserves the right to transfer any unpaid amount from prior service(s) to a current service account. Such transferred bills are then subject to the provisions of Sections 7.07 and 7.08 herein.

3.03 CONNECTION OF SERVICE: The Company shall charge a transfer fee as set forth in Section 14 herein to service applicants when natural gas service is not being initiated or reinstated but is continuing from a prior customer. The Company shall charge a connection fee as set forth in Section 14 herein to service applicants when natural gas service is being initiated for the first time or had been previously terminated at the location. At the customer's option, the connection fee may be spread out over a period not to exceed four months. Separate fees for reconnection of service after discontinuance by the Company are provided for in Section 3.12 herein.

3.04 ACCESS TO CUSTOMER PREMISES: Customer shall give duly authorized agents and employees of Company, when properly identified, full and free access to the premises of customer at all reasonable hours for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of Company's facilities on the premises of customer, reading meters, or for any other purpose incidental to the gas service supplied by Company. Access for the purpose of reading meters inside buildings is more specifically covered in Section 5.05 herein.

3.05 CONTINUITY OF SERVICE: Company will use reasonable diligence to furnish continuous gas service to customer, but does not guarantee the supplying of gas service against irregularities or interruptions. Company shall not be considered in default of its service agreement with customer and shall not otherwise be liable for any damage occasioned by irregularities or interruptions of service due to breakdowns or damage to equipment, extraordinary repairs, an act of God or public enemy, accidents, strikes or their equivalent, legal process, state or municipal interference, civil disturbances, depletion of gas supply, or any other cause beyond Company's control.

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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

Second Revised  
First Revised

SHEET No. R-21  
SHEET No. R-21

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

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

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

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

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	month	day	year		month	day	year

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

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

Pursuant to the Commission's Order in Case No. GO-2002-137, the Company has been granted a variance from the requirements of 4 CSR 240-13.050(3) relating to the hours service may be discontinued. The variance authorizes the Company to extend the hours service to a customer may be discontinued to the hours between sunrise and sunset, but no earlier than 7:00 a.m, and no later than 7:00 p.m. This variance expires at midnight on October 31, 2002.

The Company shall have sufficient personnel to reconnect service discontinued under this variance upon payment of delinquent accounts for a period of three hours following the last discontinuance made under this variance on the day that customer's service was discontinued.

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