

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- 1.08 DELINQUENT CHARGE: A charge remaining unpaid by a Residential or General Service customer at least 21 calendar days from the rendition of the bill by Company, or a charge remaining unpaid after the preferred payment date selected by the customer. For all other classes, a charge remaining unpaid beyond the period stated in the tariffs approved by the Commission.
- 1.09 DELINQUENT DATE: The date stated on a bill, which for Residential and General Service Customers shall be at least twenty-one days from the rendition of the bill or which shall be the preferred payment date selected by the customer, after which the utility may assess an approved late payment charge in accordance with a Company tariff on file with the Commission. For all other classes the delinquent date is determined by the number of days stated in the tariffs approved by the Commission.
- 1.10 DISCONTINUANCE OF SERVICE: A cessation of service by Company not requested by customer.
- 1.11 DUE DATE: Due date means the date stated on a bill when the charge is considered due and payable.
- 1.12 ECIP: The federal Energy Crisis Intervention Program administered by the Missouri Division of Family Service under section 660.100 RSMo.
- 1.13 ELECTRONIC BILL (E-BILL): A bill delivered to an electronic address selected by the customer that can be viewed on a computer screen
- 1.14 ESTIMATED BILL: A bill for gas service which is not based on an actual reading by an authorized Company representative of the meter or other registering device for the period billed.
- 1.15 EXTENSION AGREEMENT: Extension agreement means a verbal agreement between the company and the customer extending payment for fifteen days or less.
- 1.16 GAS CHARGES: The rates for gas service and other charges authorized by the Commission as an integral part of gas service including applicable taxes.

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Director, Rates and Regulatory Affairs

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- 1.17 GAS SERVICE: The availability of gas supplied or transported over Company's facilities to any customer regardless of whether or not the customer makes use of such gas service and regardless of whether Company or the customer owns the gas transported over Company's facilities while such gas is in the Company's possession.
- 1.18 HOUSE PIPING OR FUEL LINE: All piping, fixtures, valves, appliances and apparatus of any kind installed downstream from the outlet of Company's meter or Company owned piping, whichever is farther downstream.
- 1.19 IN DISPUTE: In dispute means any matter regarding a charge or service which is the subject of an unresolved inquiry.
- 1.20 LIHEAP: The federal Low Income Home Energy Assistance Program administered by the Missouri Division of Family Services under section 660.110 RSMo.
- 1.21 LATE PAYMENT CHARGE: Late payment charge means an assessment on a delinquent charge in accordance with a utility tariff on file with the commission and in addition to the delinquent charge.
- 1.22 MAIN: A gas pipe owned, operated and maintained by Company as distribution line that serves as a common source of supply for more than one service line.
- 1.23 MASTER METER: A Company-owned meter providing service to a customer-owned distribution network.
- 1.24 METER OR METER INSTALLATION: The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed to measure the quantity of gas delivered to customer at a single point of delivery.
- 1.25 MONTH: An interval of approximately 30 days, unless otherwise specified, or appearing from the context to be a calendar month.
- 1.26 POINT OF DELIVERY: The point of delivery shall be Company's meter outlet or the connection of Company's piping to customer's piping, whichever is farther downstream.

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

Second Revised
First Revised

SHEET No. R-9
SHEET No. R-9

Missouri Gas Energy,
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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- 1.27 PERSON: Any individual, partnership, co-partnership, firm, company, public or private corporation, association, joint stock company, trust, estate, political subdivision, governmental agency, or other legal entity recognized by law.
- 1.28 PREFERRED PAYMENT DATE PLAN: Preferred payment date plan means a Commission Approved plan offered at the company's option in which the delinquent date for the charges stated on a bill shall occur on the same day during each billing period as selected by the customer.
- 1.29 PREMISES: That separate walled portion of a single building undivided by any common area, or that separate portion of a single contiguous tract of land (including all improvements thereon) undivided by any way for use by the public, as designated by customer in the application.
- 1.30 PURCHASED GAS COST ADJUSTMENT: The adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.
- 1.31 REGISTERED ELDERLY OR HANDICAPPED CUSTOMER: A residential customer who is 60 years old and above or is handicapped to the extent that he or she is unable to leave the premises without assistance and who files with Company a form approved by the Commission attesting to the fact that customer meets these qualifications. Said form shall further set forth an agency or person which Company shall contact as set forth in Section 3.09(A)(1) herein.
- 1.32 RENDITION OF A BILL: The mailing, hand delivery, or electronic posting or delivery of the bill by Company to a customer. The Company shall be required to render a bill through only one of the foregoing methods.
- 1.33 RESIDENTIAL SERVICE OR USE: The provision of or use of gas for household and domestic purposes.
- 1.34 SETTLEMENT AGREEMENT: An agreement between a residential customer and Company which resolves any matter in dispute between the parties or provides for the payment of monies not in dispute for a period longer than the customer's normal billing period.

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Missouri Gas Energy,
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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- 1.35 SERVICE AGREEMENT: The application, agreement, or contract express or implied, pursuant to which Company supplies gas service to customer.
- 1.36 SERVICE LINE: The pipe installed from Company's main to the inlet of Company's meter or to the connection to customer's piping, whichever is farther downstream.
- 1.37 SERVICE LINE - CUSTOMER OWNED: That portion of the service line, which is owned by customer, extending from customer's property line or customer's side of the drainage ditch or curb line to the inlet of Company's meter.
- 1.38 TERMINATION OF SERVICE: A cessation of gas service requested by customer.
- 1.39 UTILICARE: The state program of energy assistance established by 660.122 RSMo.
- 1.40 YARD LINE: The term yard line is used in conjunction with outside meter settings to designate the underground piping installed from the outlet of Company's meter to the building wall. In the event multiple buildings are being served, building shall mean that building nearest to the connection to the service line.

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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: Pursuant to the Commission's Order in Case No. GE-2005-0247, the Company has been granted a variance from the requirements of 4 CSR 240-13.050(3) and this section relating to the hours service may be discontinued. The variance authorizes the Company to extend the hours service to a residential customer may be discontinued to those hours beginning at sunrise, but no earlier than 7:00 a.m. and continuing until 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 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. Service of electronic notice is complete upon delivery of the notice to the site where the electronic bill is posted. 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.

The variance also authorizes the Company to extend the hours service to a residential customer may be discontinued until sunset, but no later than 7:00 p.m., but only in circumstances when the Company has difficulty getting the access to the premises that is necessary to discontinue service (including but not limited to, locked meter locations, animals obstructing access to the meter location and other obstructions to the meter locations).

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (B) Company shall discontinue service only after written notice has been sent to customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. Service of electronic notice is complete upon delivery of the notice to the site where the electronic bill is posted. If written notice is delivered in hand to customer, it shall be done at least 96 hours prior to discontinuance. The Company shall maintain the accurate record of the date of mailing or delivery. The notice of discontinuance of service shall not be issued as to a bill or portion of a bill currently the subject of a dispute pending with Company or the Commission nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement, unless Company inadvertently issues such notice in which case Company shall take necessary steps to withdraw or cancel such notice.
- (C) Multi-family - Single Meter: At least ten (10) days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notice of Company's intent to discontinue service shall be conspicuously posted in public areas of the building, provided, however, that such notices shall not be required if Company is not aware that said structure is a single metered multi-dwelling unit residential building. Such notices shall include the date on or after which discontinuance may occur and advise of tenant rights pursuant to section 441.650 RSMo. Company shall not be required to provide notice in individual situations where safety of employees is endangered.
- (D) Multi-family - Multiple Meter: At least ten (10) days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered and at which a single customer is responsible for payment for service in all units in the building or at a residence in which the occupant using gas service is not Company's customer, the occupant(s) shall be given written notice of Company's intent to discontinue service, provided however that such notice shall not be required unless one (1) occupant has advised Company or Company is otherwise aware that he is not customer. In the case of a multi-dwelling unit residential building where each unit is individually metered or in the case of a single family residence, the notice provided to the occupant of the unit for which service is about to be discontinued shall outline the procedure by which the occupant thereof may apply for the same character of service presently being received through that meter.

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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

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

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

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All adjusted bills and bills covering more than a one month period shall be based on increasing the length of the rate blocks according to the number of months of service involved; that is to say, the rate blocks will be doubled for a two-month's reading and tripled for a three month's reading, etc. Irrespective of whether a bill is based on the Company's reading or the Company's estimate of consumption, the Company shall have the right to discontinue service for non-payment thereof as provided elsewhere in these General Terms and Conditions for Gas Service with respect to delinquent bills.

When the Company underestimates the customer's usage, the customer shall be given the opportunity, if requested, to make payment in installments.

7.05 RENDITION OF BILLS: The Company shall be required to render a bill by mailing, hand delivery or electronic posting.- The loss or non-receipt of a bill by the customer shall not release or diminish the obligation of the customer with respect to the full payment thereof, including additional charges as provided in Rule 7.07 hereof. In the event of loss of or failure to receive a bill, the Company shall, upon request of the customer, make a duplicate thereof.

7.06 FAILURE TO OBTAIN METER READING: If the Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, the Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report gas usage to the Company on a regular basis. The procedure by which such reading and reporting may be initiated shall be explained. The Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. Such attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. The Company shall offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays at those charges provided for in Rule 14. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.

If a customer fails to report usage, the Company shall obtain a meter reading at least annually. The Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Rules 3.06, 3.07, and 3.08 hereof.

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

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

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

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

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

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