

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. R-1  
Canceling P.S.C. MO. No. 2 1st Revised Sheet No. R-1

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

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**GAS**

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**THE EMPIRE DISTRICT GAS COMPANY  
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**RULES AND REGULATIONS  
GAS**

1. DEFINITIONS

- A. Bill means a written demand including if agreed to by the customer and the utility an electronic demand for payment for service and the taxes and franchise fees related to it.
- B. Billing period means a normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days for a monthly billed customer except for initial, corrected or final bills.
- C. Commission means the Missouri Public Service Commission.
- D. Company means The Empire District Gas Company.
- E. Complaint means an informal or formal complaint under Commission Rule 4 CSR 240-2.070 and Section 6.08 of these Rules.
- F. Corrected Bill means any bill issued for a previously rendered bill.
- G. Credit Score means a score, grade, or value that is derived by using data from a nationally known commercial credit source that uses data from a credit history model developed for the purpose of grading or ranking credit report data.
- H. Customer means a person or legal entity responsible for payment for service except one denoted as a guarantor.
- I. Cycle billing means a system which results in the rendition of bills to various customers on different days of a month.
- J. Delinquent charge means a charge for utility service remaining unpaid at least twenty-one (21) days from the rendition of the bill by Company.
- K. Delinquent date means the date stated on a bill, which shall be at least twenty-one (21) days from the rendition date of the bill, after which Company may assess an approved late payment charge in accordance with Company's tariff on file with the Commission.
- L. Deposit means money paid in advance to Company for the purpose of securing payment of delinquent charges which might accrue to the customer who made the advance.
- M. Discontinuance of service or discontinuance means a cessation of service not requested by a customer.
- N. Due date means the date stated on a bill when the charge is considered due and payable.
- O. Electronic Bill (ebill) means a bill delivered to an electronic address selected by the customer that can be viewed on a computer screen.

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1. DEFINITIONS (Continued)

- P. Estimated bill means a charge for utility service which is not based on an actual reading of the meter or other registering device by an authorized Company representative.
- Q. Final Bill means a bill rendered for services through the final date of service.
- R. Guarantee means a written promise from a Company approved third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular customer.
- S. Initial bill means the first bill rendered by a utility for a customer's service.
- T. In dispute means any matter regarding a charge or service, which is the subject of an unresolved inquiry.
- U. Late payment charge means an assessment on a delinquent charge in accordance with Company's tariff on file with the Commission and in addition to the delinquent charge.
- V. Normal business hours means the hours of 8:00 a.m. to 5:00 p.m. Central Standard Time Monday through Friday, except Company observed holidays.
- W. Payment means cash, draft of good and sufficient funds or electronic transfer, offered by the Customer as compensation for services or products, as accepted by the Company for same.
- X. Payment Agreement means a payment plan entered into by a customer and the company,
- Y. Purchased gas adjustment clause means the adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.
- Z. Rendition of a bill means the date a bill is mailed, electronically delivered or hand delivered of a bill by Company to a customer.
- AA. Residential service means the provision of or use of a utility service for domestic purposes.
- BB. Settlement agreement means an agreement between a customer and Company which resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the customer's normal billing period.
- CC. Tariff means a schedule of rates, services and rules approved by the Commission.
- DD. Termination of service or termination means a cessation of service requested by a customer.
- EE. Utility means a gas corporation as those terms are defined in Section 386.020, RSMo.
- FF. Utility charges means the rates for utility service and other charges authorized by the Commission.

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**RULES AND REGULATIONS**  
**GAS**

**2. SERVICE AGREEMENTS**

**2.01 Applications for Service**

- A. Before Company begins rendering any gas service, the person(s), firm, or corporation shall supply the information necessary to complete Company's Standard Application for Service. Such information may be supplied either in person in Company's office or by telephone. A separate application shall be made for each customer for each class of service at each metering point, and at each separate location. Areas separated by public streets or alleys shall be considered separate locations.
- B. Company shall not be required to commence supplying gas service to a customer, or if commenced, Company may discontinue such service, if at the time of application such customer or any member of his/her household (either having received substantial benefit and use of the previous gas service) is indebted to Company for the same class of gas service previously supplied at such premises or any other jointly occupied premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made. Connection of service prior to receiving any deposit which may be required under Section 2.04 of these Rules shall not invalidate Section 2.04.
- C. When the Company refuses to provide service to an applicant, it shall inform the applicant in writing, and shall maintain a record of the written notice.

**1. Reasons for Refusal of Service:**

The Company may refuse to provide service to an applicant for service for one or more of the following reasons:

- a. Failure to pay a delinquent account for the same class of service previously rendered by the Company or the Company's regulated affiliate to the applicant. The Company shall not be required to provide gas service if, at the time of application, there is an unpaid delinquent account, not in dispute, for service previously rendered by the Company at the same premises to the applicant's spouse, family member, or any other current occupant; or for service previously rendered by the Company at a different location to the applicant's spouse, family member, or any other occupant, if applicant also received substantial benefit from the previous gas service. The Company shall have the burden of proof to show that the applicant received substantial benefit and use of the service, or that the applicant is the legal guarantor, provided that such burden shall not apply if the applicant refuses to cooperate in providing or obtaining information the applicant has or should have regarding the applicant's residence history. The Company must have evidence under the terms of 4CSR 240-13.035 (2)(B)(1-4). This provision cannot be avoided by applicant's use of an alias or by substituting an application for service in the name of some other member of the household or any other person acting for or on behalf of the applicant as a device to escape payment of the applicant's unpaid obligation.
- b. Failure to comply with the terms and conditions of a settlement agreement or Commission Order entered with respect to service previously rendered by the Company to the applicant.

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2.01 Applications for Service (Continued)

- c. Failure to post a deposit when applicable under the terms of 4 CSR 240-13.030.
- d. Misrepresentation of identity or facts for the purpose of obtaining the service or failure to provide proper identification upon request by the Company.
- e. As provided by State or Federal law.
- f. Documented violation of the rules and regulations of the Company.
- g. The Company may temporarily refuse service if the Company, due to inadequate facilities, cannot provide the requested service. The Company may refuse to provide service under this rule until adequate facilities can reasonably be made available by the Company and/or the applicant as appropriate.
- h. Violation of any other rules of the Company's Commission approved tariff, which adversely affects the safety of the customer or other persons, or the integrity of the Company's system.
- i. Hazards associated with the requested installation or equipment of the applicant.
- j. If the structure(s) is inappropriately located on Company rights of way or easements.
- j. Unauthorized use, interference, or diversion of the utility's service by the applicant, or by a previous owner or occupant who remains an occupant.
- k. Failure to permit inspection, maintenance, replacement, or meter reading of utility equipment. If the applicant does not provide access to the Company for such purposes, the Company shall provide notice to the applicant regarding its need for inspection, maintenance, replacement, or meter reading of utility equipment and shall maintain an accurate record of the notice provided.

2. Reasons Insufficient to Refuse Service:

The Company shall not refuse to provide service to an applicant for service for any of the following reasons:

- a. Failure of a previous occupant of the premises to pay a delinquent account unless previous occupant continues to reside with new applicant.
- b. Failure to pay the bill of another customer, unless the applicant who is seeking service received substantial benefit and use of the service to that customer, or unless the applicant is the legal guarantor for a delinquent bill.
- c. Failure to pay for non-utility merchandise or non-utility services purchased from or paid through the Company.
- d. Failure to pay a bill correcting a previous underbilling due to misapplication of rate schedules provided the applicant enters a settlement agreement pursuant to these rules.

3. Written Notification of Refusal to Provide Service:

When the Company refuses to provide service to an applicant for service, the Company shall inform the applicant in writing of: The notice shall include one of the following:

- a. Written notice by first class mail sent to the applicant; or
- b. Written notice delivered in hand to the applicant; or
- c. At least 2 phone call attempts reasonably calculated to reach the applicant.

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The notice or information provided shall contain the following information;

- a. The name and address of the applicant and the address where service is being requested
- b. How the applicant may comply with the requirements to have service connected.
- c. A phone number the applicant may call from the service location without incurring toll charges and the address of the Company prominently displayed where the applicant may make an inquiry.
- d. The phone number of the Public Service Commission.
- e. A statement in Spanish either –
  1. Advising the applicant that if they do not read English, to ask someone who does to translate the notice for them; or
  2. Advising the applicant to call the Company for assistance if the Company provides phone assistance in Spanish.

4. Notwithstanding any other provision of this rule, a utility may refuse to commence service temporarily for reasons of maintenance, health, safety, or a state of emergency until the reason for such refusal has been resolved.

D. It is customer's responsibility to notify Company of any permanent changes in load characteristics or service requirements.

**2.02 Term of Agreement**

A. Commencement of service by Company in conformance with the request of the customer and acceptance of service by the customer shall be considered as an agreement on the part of the customer to receive service under these Rules. In absence of a contract for service, the obligations of both parties shall continue on a month-to-month basis until terminated by mutual consent of Company and the customer.

B. A reasonable time for cessation of service shall prevail when service is terminated.

**2.03 Agreements Not Transferable**

Gas service supplied under an agreement is for the customer's use within or upon the premises served and for the purpose designated in the agreement, and such agreement is not transferable without the written consent of Company.

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2.04 Deposits and Guarantees of Payment

- A. Prompt connection of service in advance of collection of a deposit from the customer shall not affect the requirement for such deposit by the customer where a deposit is required.
- B. Company may require a security deposit or other guarantee from new residential customers as a condition of service due to any of the following:
  - (1) The customer has outstanding with a utility providing the same type of service an unpaid bill which accrued within the last five (5) years and at the time of the request for service remains unpaid and not in dispute.
  - (2) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five (5) years.
  - (3) The customer is unable to establish an acceptable credit rating. If the customer has insufficient credit history to determine a credit score, then the customer shall be deemed to have established an acceptable credit rating if the customer meets any of the following criteria:
    - (a) Owns or is purchasing a home.
    - (b) Is and has been regularly employed on a full-time basis for at least one (1) year.
    - (c) Has an adequate regular source of income.
    - (d) Can provide adequate credit references from a commercial credit source.
- C. Company may require a security deposit or other guarantee as a condition of continued or re-established service to any residential customer at a new or old location due to any of the following:
  - (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute.
  - (2) In an unauthorized manner, the customer interfered with or diverted the service of Company situated on or about or delivered to the customer's premises.
  - (3) The customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive billing periods. The Company may not require a deposit from a customer if such customer has consistently made a payment for each month during the twelve (12) consecutive months, provided that each payment is made by the delinquent date; and each payment made is at least seventy five dollars (\$75), or twenty five percent (25%) of the total outstanding balance, provided that the outstanding balance is three hundred dollars (\$300) or less, or to any customer making payments under a payment plan previously arranged with the Company; or
  - (4) A non-residential Customer has failed to pay an undisputed bill on or before the delinquent date for two out of six (6) consecutive billing periods and
  - (5) Prior to requiring a customer to post a deposit under this Section, Company shall send the customer a written notice explaining Company's right to require a deposit or include such explanation with each written discontinuance notice.

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**2.04 Deposits and Guarantees of Payment (Continued)**

- (7) The Company shall not deprive a customer of a deposit return within five (5) years following the date that the customer is due for a deposit return, even though the customer may be unable to provide the original receipt; provided that the customer can produce adequate identification.
- (8) No deposit or guarantee or additional deposit or guarantee shall be required by Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability, or geographical area of residence.
- (9) Company shall provide means by which a residential Customer required to make a deposit may pay the deposit in installments unless:
  - (a) Applicant or Customer has in an unauthorized manner, interfered with, or diverted the same type of service within the last five years; or
  - (b) The Applicant or Customer has in an unauthorized manner interfered with, diverted, or used the service of the Company situated on or about or delivered to the premises; or
  - (c) A likelihood that the Applicant or Customer does not intend to pay for the service.
- H. In lieu of a deposit, Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.
- I. A guarantor shall be released upon satisfactory payment of all undisputed gas charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold the release of the guarantor pending the payment of all undisputed charges or the resolution of a matter in dispute or unauthorized interference by the customer.
- J. Company may apply all deposits subject to refund against existing undisputed utility charges provided the amount of the refund is identified and disclosed on the bill. Deposits otherwise subject to refund may be withheld pending the outcome of any dispute.

**2.05 Discontinuance of Service**

- A. Company may discontinue service to a residential customer for one (1) or more of the following reasons:
  - (1) Nonpayment of an undisputed delinquent charge.

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2.05 Discontinuance of Service (Continued)

- (4) The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued:
    - (a) Received substantial benefit and use of the service, or
    - (b) Served as a guarantor for an account where service was discontinued or terminated and the account has an unpaid delinquent charge.
  - (5) 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.
  - (6) The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless Company has offered the customer a payment arrangement equal to the period of underbilling.
- C. Subject to the requirements of these Rules, Company may discontinue service to a residential 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 thirty (30) business days after that. Service shall not be discontinued on a day when Company personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day. After the thirty (30) business day effective period of the notice, all notice procedures required by this Rule shall again be followed before Company may discontinue service.
- D. The notice of discontinuance shall contain the following information:
- (1) The name and address of the customer and the address, if different, where service is rendered.
  - (2) A statement of the reason for the proposed discontinuance of service and the cost for reconnection.
  - (3) The date on or after which service will be discontinued unless appropriate action is taken.
  - (4) How a customer may avoid the discontinuance.
  - (5) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time.

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2.05 Discontinuance of Service (Continued)

- (6) A telephone number the customer may call from the service location without incurring toll charges and the address of Company prominently displayed where the customer may make an inquiry. Charges for measured local service are not toll charges for purposes of this Rule.
- E. Company shall not discontinue residential service pursuant to Section (A) unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. As an alternative, Company may deliver a written notice in hand to the customer at least ninety-six (96) hours prior to discontinuance. Company shall maintain an accurate record of the date of mailing or delivery. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to Sections 4 CSR 240-13.045 (5) and (6) of Commission Rules and Section 6.06 (E) and (F) of these Rules that is currently the subject of a dispute pending with Company or complaint before 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. If Company inadvertently issues the notice, Company shall take necessary steps to withdraw or cancel the notice.
- F. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notices of Company's intent to discontinue shall be conspicuously posted in public areas of the building provided, however, that these notices shall not be required if Company is not aware that said structure is a single-metered multi-dwelling unit residential building. The 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 a consideration.
- G. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered 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 gas customer, Company shall give the occupant(s) a written notice of its intent to discontinue service provided, however, that this notice shall not be required unless one (1) occupant has advised Company, or Company is otherwise aware that s/he is not the customer.
- H. In the case of a multi-dwelling unit residential building where each unit is individually metered and the Company seeks to discontinue service for any lawful reason to at least one (1) but not all of the units in the building, and access to a meter that is subject to discontinuance is restricted, such as where the meter is located within the building, the Company may send written notice to the owner/landlord of the building or the owner/landlord's agent (owner) requesting the owner to make arrangements with the Company to provide access to such meter(s). If within ten (10) days of receipt of the notice, the owner fails to make reasonable arrangements to provide the Company access to such meter(s) within thirty (30) days of the date of the notice, or if the owner fails to keep such arrangements, the Company shall have the right to gain access to its meter(s) for the purpose of discontinuing utility services the owner's expense. Such expense may include, but shall not be limited to costs to pursue court-ordered access to the building, such as legal fees, court costs, sheriff's law enforcement fees, security costs, and locksmith charges.

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2.05 Discontinuance of Service (Continued)

The Company's right to collect the costs for entry to its meter will not be permitted if the Company fails to meet the obligation to keep the access arrangements agreed upon between the owner and the Company. Notice by the Company under this section shall inform owner (a) of the Company's need to gain access to its meter(s) to discontinue utility service to one (1) or more tenants in the building, and (b) of the owner's liability in the event that owner fails to make or keep access arrangements. The notice shall state the Company's normal business hours. The Company shall render one (1) or more statements to the owner for any amounts due to the Company under this section. Any such statement shall be payable by the delinquent date stated thereon, and shall be subject to late payment charges at the same rate provided in the Company's tariff pertaining to general residential service.

- I. 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 about to be discontinued shall outline the procedure by which the occupant may apply in his/her name for service of the same character presently received through that meter.
- J. At least twenty-four (24) hours preceding discontinuance of service, Company shall make reasonable efforts to contact the customer to advise him/her of the proposed discontinuance and what steps must be taken to avoid it. Reasonable efforts shall include either a written notice following the notice pursuant to Section (D), a door hanger, or at least two (2) telephone call attempts reasonably calculated to reach the customer.
- K. Immediately preceding the discontinuance of service, the employee of Company designated to perform this function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the customer or responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued, and the address and telephone number of Company where the customer may arrange to have service restored.
- L. Notwithstanding any other provision of these Rules, Company shall postpone the discontinuance of gas service to a residential customer for a time not in excess of twenty-one (21) days, if Company is advised the discontinuance will aggravate an existing medical emergency of the customer, a member of his/her family, or other permanent resident of the premises where service is rendered. Company may require a customer to provide satisfactory evidence that a medical emergency exists.
- M. Notwithstanding any other provision of these Rules, Company may discontinue service temporarily for reasons of maintenance, health, safety, or a state of emergency.
- N. Upon the customer's request, Company shall restore service consistent with all other provisions of these Rules when the cause for discontinuance has been eliminated, applicable restoration charges have been paid, and, if required, satisfactory credit arrangements have been made. At all times a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made no later than the next business day following the day requested by the customer. Company may charge the customer a reasonable fee for restoration of service as provided in Company approved tariffs.

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**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**RULES AND REGULATIONS**  
**GAS**

2.06 Cold Weather Rule (Continued)

- (3) Initial Payments.
  - (a) For a customer who has not defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be no more than twelve percent (12%) of the twelve (12) month levelized amount calculated in Section J (2) of this Rule unless the Company and the customer agree to a different amount.
  - (b) For a customer who has defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be the lesser of fifty percent (50%) or five hundred dollars (\$500) of the preexisting arrears.
  - (c) For a customer who has defaulted on a payment plan under the fifty percent or five hundred dollar section of the Cold Weather Rule, the initial payment shall be an amount equal to eighty percent (80%) of the customers balance, unless Company and the customer agree to different amount.
  
- K. If Company refuses to provide service pursuant to this Rule and the reason for refusal of service involves unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises, Company shall maintain records concerning the refusal of service which, at a minimum, shall include the name and address of the person denied reconnection, the names of all Company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal, and any other relevant information.
  
- L. The Commission shall recognize and permit recovery of reasonable operating expenses incurred by Company because of this Rule.
  
- M. Company may apply for a variance from this Rule by filing an application for variance with the Commission pursuant to the Commission's Rules of procedures. The Company may also file for Commission approval of a tariff or tariffs establishing procedures for limiting the availability of the payment agreements under Section J of this Rule to customers residing in households with income levels below one hundred fifty percent (150%) of the federal poverty level, and for determining whether, and under what circumstances, customers who have subsequently defaulted on a new payment plan calculated under Section J (3) (b) should be required to pay higher amounts toward delinquent installments owed under that payment plan

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**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1st Revised Sheet No. R-30  
Canceling P.S.C. MO. No. 2 Original Sheet No. R-30

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
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**RULES AND REGULATIONS**  
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- (1) Residential Customers. In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first. In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first. The Company shall offer the Customer the option to pay the adjusted bill over a period at least double the period covered by the adjusted bill.
- (2) Customers Other Than Residential. In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first. In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of Company, whichever was first.
- B. No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
- C. Where, upon test, a meter error is found to be two percent (2%) or less, no billing adjustment will be made. If on test of any meter at the request of a customer, the meter is found to have an average error of more than two (2) percent fast, Company shall refund to the customer the over-charge based upon the corrected meter reading for the period in which the meter was in use, but limited to the time periods described in Section 5.04 of these Rules. If the meter is found to have an average error of more than two (2) percent slow, Company may charge the customer the under-charge based upon the corrected meter reading for the period in which the meter was in use, but limited to the time periods described in Section 5.04.
- D. When evidence of tampering is found, or there are misrepresentations of the use of service by the customer, Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.
- E. When the customer has been undercharged, except as provided in Section 5.04 (D) of this Rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.
- F. The under- or over-collection of sales, use or franchise taxes is not considered a billing error for the purpose of this Section, and is subject to collection or refund per the statute of limitations.

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**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
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**RULES AND REGULATIONS**  
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6.04 Billing and Payment Standards

A Company shall normally render a bill for each billing period to every residential customer in accordance with its rate tariff.

B Each billing statement rendered by Company shall be computed on the actual usage during the billing period except as follows:

(1) Company may render a bill based on estimated usage:

- (a) To seasonally billed customers, provided an appropriate rate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle.
- (b) When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
- (c) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing letters to request use of the company's interactive voice response system.
- (d) When the Company does not obtain an accurate or correct meter reading due to equipment or mechanical failure, when the Company could not reasonably detect such failure given variability in usage at that customer location.
- (e) When the Company is unable to accurately obtain a meter reading due to human or billing system error, including a remote meter reading device's failure to transmit a reliable reading.

(2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).

(3) Under no circumstances shall Company render a bill based on estimated usage:

- (a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.
- (b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.

(4) When Company renders an estimated bill in accordance with these Rules, it shall:

- (a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.
- (b) Clearly and conspicuously note on the bill that it is based on estimated usage.
- (c) Use customer-supplied readings, whenever possible, to determine usage.
- (d) In estimating readings, the Company will use the following procedure:
  - (1) Determine the customer's Actual Metered Usage for the same month of the preceding year, if available. Otherwise, determine the Actual Metered Usage for the month closest to that month.
  - (2) Determine the customer's Base Usage as the usage that is the lowest actual monthly usage in the prior thirty-six months with outliers removed.
  - (3) Determine the customer's Weather Sensitive Usage as the difference between Actual Metered Usage and Base Usage.

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- (4) Determine the customer's Weather Multiplier by dividing Weather Sensitive Usage by the Degree Days corresponding to the customer's Actual Metered Usage. In the event there are no degree days corresponding to the customer's Actual Metered Usage, the Weather Multiplier will be zero.
  - (5) Determine the customer's Estimated Usage as the customer's Base Usage plus the product of customer's Weather Multiplier and the current month's Degree Days (Current Degree Days).
  - (6) For lighting accounts, the estimate will be based on the prior year's usage per day for the same month of the year multiplied by the number of days to be estimated for the current month.
  - (7) For accounts with a limited history, the estimate will be based on a prior month's use per day multiplied by days in current billing cycle.
- (5) When Company underestimates a customer's usage, the customer shall be given the opportunity, if requested, to make payment in installments.
- C. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, 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 Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Company may offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays. Where special appointments are arranged for reading meters, Company may charge the customer for the excess cost of the meter reading out of normal meter reading sequence or for meter readings that are outside of normal business hours. See Section 10 for applicable charges. 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.
  - D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually. 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 Section 2.05 of these Rules.
  - E. Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.
  - F. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the gas charges, unless a customer has selected a preferred payment date in accordance with Company's preferred payment date plan. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.

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**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
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**RULES AND REGULATIONS**  
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6.06 Disputes

1. A Customer shall advise Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to Company during normal business hours. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of proposed discontinuance for a Customer to avoid discontinuance of service as provided by these rules.
2. When a Customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly, and attempt to resolve the dispute in a manner satisfactory to both parties.
3. Failure of a Customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service and Company, not less than five (5) days after provision of the notification required by section 9 (right to make informal complaint), may proceed to discontinue service unless the Customer files an informal complaint with the Commission within the five (5)-day period.
4. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a Customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the Customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the Customer a notice by first-class mail stating that service may be discontinued by Company unless the Customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous or if contact with the Customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required by Chapter V Section F.5. (4 CSR 240-13.050(5)) has been sent to the Customer by the Company. The Customer shall retain the right to make an informal complaint to the Commission.
5. If a Customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the Customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount not in dispute.
6. If the parties are unable to mutually determine the amount not in dispute, the Customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
7. Failure of the Customer to pay to Company the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the Customer's right to continuance of service and Company may then proceed to discontinue service as provided in this rule.

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**RULES AND REGULATIONS**  
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6.06 Disputes (Continued)

8. If the dispute is ultimately resolved in favor of the Customer in whole or in part, any excess moneys paid by the Customer shall be refunded promptly.
9. If Company does not resolve the dispute to the satisfaction of the Customer, the Company representative shall notify the Customer that each party has a right to make an informal complaint to the Commission; and of the address and telephone number where the Customer may file an informal complaint with the Commission. If a Customer files an informal complaint with the Commission prior to advising the Company that all or a portion of a charge is in dispute, the Commission shall notify the Customer of the payment required by sections E.5. or E.6.
10. The Company is not required to comply with these rules prior to the discontinuance of service where the dispute registered with the Company involves the same customer, the same facts, and the same question regarding the validity of a charge as those involved in a prior informal or formal complaint filed by the customer and resolved in favor of the Company.
11. If a customer disputes a charge, she/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.
12. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
13. Failure of the customer to pay to Company the amount not in dispute within four (4) business days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service, and Company may then proceed to discontinue service as provided in these Rules.
14. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer shall be refunded promptly.
15. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or (F) of this Rule.
16. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.

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**RULES AND REGULATIONS**  
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6.07 Settlement Agreements and Extension Agreements

- A. When Company and a customer arrive at a mutually satisfactory settlement of any dispute or the customer does not dispute liability to Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement which extends beyond ninety (90) days shall be in writing and mailed or otherwise delivered to the customer.
- B. Every payment agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why debt has been outstanding; and any other relevant factors relating to the customer's service. Such a payment agreement shall not exceed twelve (12) months duration, unless the customer and the Company agree to a longer period.
- C. If a customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with Section 2.05: that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.

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