

**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**  
**JOPLIN, MO 64802**

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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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**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. 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 Chapter V, Section C.
- 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. Violation of federal, state or local laws or regulations.
- f. Documented violation of the rules and regulations of the Company.
- g. Inability of the Company, due to inadequate facilities, to provide the service requested.
- h. Potential adverse effect of the service requested on service to other Customers of the Company.
- 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.
- k. Unauthorized use, interference, or diversion of the utility's service by the applicant, or by a previous owner or occupant who remains an occupant.

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:

- a. The reasons for refusal to provide service.
- b. The conditions, if any, under which service would be provided.
- c. The right to make complaint to the Commission regarding refusal to provide service.

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

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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 under standards contained in the Company's commission approved tariffs. 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. 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) Company shall provide means where a person entitled to a return of a deposit is not deprived of the deposit refund even though s/he may be unable to produce the original receipt for the deposit; provided, s/he can produce adequate identification to ensure that s/he is the customer entitled to refund of the deposit.
- (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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2.06 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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- (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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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.
(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.
D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually.
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.
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.

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ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 27, 2014

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1st Revised Sheet No. R-39  
Canceling P.S.C. MO. No. 2 Original Sheet No. R-39

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

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

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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