

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

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### III. General Provisions (Cont'd.)

- \* service previously supplied at such premises or any other premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made. Company will inform the prospective customer of the refusal of service in writing and maintain a record of the notice.

Application for firm system gas service to new General Service sales customers will be granted, except that for a customer with an annual load exceeding 40,000 Ccf if the Company reasonably believes sufficient gas supplies, storage availability and/or pipeline capacity does not exist, then it may apply to the Commission for a hearing to determine the appropriate action. Such application must be made within 10 days of the written request for service by the customer or potential customer and shall include direct notification of the Commissioners and to the Commission Staff.

#### B. Form of Service Provided

Company will normally supply only one class of service to an individual premise under a single customer application for service. Where more than one class of service is required by customer or the Company's tariffs, each class of service shall be metered and billed separately.

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VII. Measurement of Service (Cont'd.)

or misuse by customer or by any member of customer's family, or by an officer, agent, or employee of customer, then the costs of the necessary repairs or replacements shall be paid by customer.

F. Meter Testing

Company's meters shall be tested for accuracy in accordance with the method for sample testing of in-service gas meters authorized by the Commission in Case No. GO-98-25 in which the Commission granted the company a variance from the requirements of 4 CSR 240-10.030(19) related to the removal, testing and inspection of gas meters. If a customer requests a meter test within 12 months of any previous testing of such meter, the indicated charge on Sheet No. 19 will be assessed for meters found to have an average meter error of 2 percent or less.

G. Billing Adjustments

1. Residential - For all residential billing errors, the Company will determine from all related and available information the probable period during which the error condition existed and shall make billing adjustments for the estimated period involved as follows:

a. 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 monthly billing periods calculated from the date of discovery, inquiry or actual notification of the Company whichever comes first;

\*b. 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) monthly billing periods calculated from the date of discovery inquiry or actual notification of the Company, whichever was first and the Company will offer a repayment period of double the period covered by the adjusted bill though the customer may elect a shorter repayment period;

c. Where, upon test, an error in measurement is found to be within the limits prescribed by Commission rules, no billing adjustment will be made;

d. When evidence of tampering or obstruction is found, or there are misrepresentations of the use of service by the customer, the Company will calculate the billing adjustment period in accordance with the

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X. Deposit Practices

A. Residential Customers

1. Deposit requirements for initial service - Company may, as a condition to furnishing service initially, require any applicant for residential service to make a cash deposit or furnish a written guarantee of a responsible party, due to any of the following:
  - a. The applicant has 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; or
  - b. The applicant has in an unauthorized manner, within the past five (5) years prior to applying for service, interfered with or diverted the service of a utility in the provision of the same type of service; or
  - c. The applicant has not had service with the Company within the past five (5) years and has an Equifax Advanced Energy Risk Score (EAER Score) of 699 or lower. Those customers without an EAER Score will not be assessed a deposit under this subsection, or
  - d. The customer fails to provide proof of identity upon request. Proof of identity is to include official picture identification or other verifiable documentation of identity, and correct social security number.
- \*2. Deposit requirements for continued or re-established service - Company may, as a condition of continued service, require any residential customer to make a cash deposit or furnish a written guarantee of a responsible party, due to any of the following:
  - a. The service of the customer has been disconnected for nonpayment of a delinquent account not in dispute, or
  - b. The customer has in an unauthorized manner interfered with or diverted the service of Company situated on or about or delivered to the customer's premises, or

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X. Deposit Practices (Cont'd.)

- \*c. The customer has failed to pay an undisputed bill on or before the delinquency date for five billing periods out of twelve consecutive billing periods, except;
- i. The Company shall not assess a deposit to a customer if all of the following conditions are present: the customer's outstanding balance does not exceed three hundred dollars (\$300), the customer is not making payments under a previously arranged payment plan, and the customer has made a payment on or before the delinquency date each of the previous twelve (12) consecutive billing periods of at least seventy-five dollars (\$75) or twenty-five percent (25%) of the total outstanding balance.
- ii. Deposit requirements during the months of November, December, and January for reasons other than unauthorized use or diversion of service, may, if the customer is unable to pay the entire deposit, be paid by installments over a six month period, unless the Company can show a likelihood that the customer does not intend to pay for continued service.
- iii. The Company shall not assess new deposits nor bill previously assessed deposits to customers who enter into and make timely payments in accordance with the Missouri Public Service Commission's "Cold Weather" rule.
- \*\*d. Prior to requiring a customer to post a deposit, Company shall send the customer a written notice explaining the Company's right to require a deposit or include such explanation with each written discontinuance notice.

B. Non-residential Customers

Company may at any time, as a condition to furnishing or continuing service, require any customer or applicant for non-residential service to make a cash deposit or, at Company's option, furnish a personal guarantee of a responsible party with established credit satisfactory to Company.

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X. Deposit Practices (Cont'd.)

C. General Provisions

\*1. Deposit limits - A deposit for initial service will not exceed the charges applicable to usage during one-sixth (1/6) of the estimated annual bill for monthly billed customers for utility charges at the requested service location, and when a deposit is required as a condition for continued service, the deposit will not exceed two times the highest bill for utility charges actually incurred or estimated to be incurred by that residential or non-residential customer during the preceding twelve months at the service location. All deposit levels referred to herein will be established based upon usage levels and associated billings applicable to periods representative of actual meter readings and undisputed billing amounts.

\*\*2. Deposit refunds - The credit of the residential customer will be established and the deposit and accrued interest, if any, will be refunded, or the guarantor released, upon satisfactory payment before the delinquency date of all undisputed charges for service for a period of twelve successive months, or customer has closed his account. The credit of the non-residential customer will be reviewed after three years and the deposit returned if in the opinion of the Company, the customer has established satisfactory credit. The Company may withhold refund of the deposit or release of the guarantor pending the resolution of a matter in dispute involving disconnection for nonpayment or unauthorized interference by the customer. The Company may apply all deposits subject to refund and accrued interest, if any, against undisputed utility charges provided the amount of the refund is identified and disclosed on the bill. Company shall make all reasonable efforts to return a deposit when the customer is entitled to the return of the deposit and shall keep records of efforts to return a deposit.

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X. Deposit Practices (Cont'd.)

C. General Provisions (Cont'd.)

- \*3. Interest paid on deposits - Interest will be credited annually on all residential deposits. Interest will be either credited to the service account of the residential customer on an annual basis or paid upon the return of the deposit. Simple interest will be payable upon the return of a non-residential deposit held by the Company for six months or longer. Interest shall not accrue on any cash deposit after the date the deposit is applied to the customer's account, or Company has made a reasonable effort to return such deposit to the customer. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the Wall Street Journal for the last business day of November of the preceding calendar year, plus one percentage point.
- \*4. Final billed accounts - Upon discontinuance or termination, other than for a change of service address, the deposit, with accrued interest, will be credited to the final bill and the balance, if any, will be returned within twenty-one (21) days of the rendition of the final bill.

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XI. Disconnection and Reconnection of Service

A. Reasons For Denial or Disconnection of Service

Company shall have the right to deny service, or after written notice, to disconnect service supplied to a gas customer for any of the following violations of its rules or practices:

1. Nonpayment of an undisputed delinquent account.
- \*2. For failure by non-residential customer to pay when due bills for service supplied to such customer within twelve months immediately preceding the date of such notice of customer's current location or at any other location of customer at which similar service is now or has been supplied;
3. Failure to make and maintain a deposit or acceptable guarantee in accordance with the rules and regulations of Company and those of the Commission.
4. Failure to comply with the terms and conditions of a settlement agreement with the Company regarding a dispute or payment of service charges.
5. Refusal after reasonable notice to permit inspection, maintenance, replacement, or meter reading of utility equipment. If the Company has reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
6. Misrepresentation of identity for the purpose of obtaining service.
7. Unauthorized interference, diversion or use of the service situated or delivered on or about the customer's premises.
8. Violation of any rule and regulation of the Company on file with and approved by the Commission or of any such regulatory authority which adversely affects the safety of the customer or other persons or the integrity of the Company's delivery system.
9. As provided by state or federal law.

\*Company will inform the prospective customer of the refusal of service in writing and maintain a record of the notice.

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XI. Disconnection and Reconnection of Service (Cont'd.)

B. Notice of Intent to Disconnect Service

\*Notice of intent to disconnect service will state the name and address of the customer (and the service address if it is different), the reason for which service will be disconnected, the cost for reconnection if any, the date on or after which such disconnection may be effected, how a customer may avoid being disconnected, the possibility of a payment agreement and a telephone number the customer may call.

- \* 1. Said notice will be sent to the customer by first class mail not less than ten (10) days prior to the date of the proposed disconnection or delivered to customer not less than 96 hours prior to such date.
2. Single metered multi-dwelling unit residential buildings - At least ten (10) days prior to disconnection 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 the Company's intent to disconnect will be conspicuously posted in public areas of the building. Such notices will not be required, however, if the Company is not aware that said structure is a single metered multi-dwelling unit residential building or in individual situations where the safety of the Company's employees or agents may be a consideration. If the gas service is heat related, said notice will inform the occupants of their right, under state law, to initiate a receivership procedure.
3. Individually metered multi-dwelling unit residential buildings - At least ten (10) days prior to disconnection of service for nonpayment of a bill or deposit at (a) a multi-dwelling unit residential building where each unit is individually metered, but a single customer is responsible for payment for service in all units in the building, or at (b) a residence in which the occupant using the Company's service is not the Company's customer, the occupant(s) shall be given written notice of the Company's intent to disconnect service, provided however, that such notice will not be required unless one (1) occupant has advised the Company or the Company is otherwise aware that he is not the customer. The notice will outline the procedure by which the occupant may apply in his or her name for service of the same character received through that meter. If the gas service for (a) is heat related, said notice will inform the occupants of their right, under state law, to initiate a receivership procedure.

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XI. Disconnection and Reconnection of Service (Cont'd.)

C. Residential Customer Contact and Notice of Disconnection

At least 24 hours preceding disconnection of service, the Company will make reasonable efforts to contact a residential customer to advise of the pending action and what steps must be taken to avoid disconnection. Immediately preceding the disconnection of service, the Company employee or agent designated to perform such function will, except in individual situations where the safety of the employee or agent may be a consideration, make a reasonable effort to contact and identify himself to the customer or responsible person at the premises to announce his purpose. When service is disconnected, the Company employee or agent will leave a notice at the premises in a manner conspicuous to the customer that service has been disconnected and the Company address and telephone number where the customer may arrange to have service restored.

\*D. Disconnection Hours

Company will disconnect gas service between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of disconnection or within thirty (30) calendar days after that.

E. Delay of Disconnection for Medical Reasons

The Company will postpone the disconnection of service to a residential customer for a time not in excess of 21 days if the Company is advised the disconnection will aggravate an existent medical emergency of the customer, a member of his family or other permanent resident of the premises. The Company may require a customer to provide satisfactory evidence that a medical emergency exists.

F. Avoidance of Disconnection of Service

Disconnection of gas service will not be performed if, on or before the date specified in the notice of intent to disconnect, the customer shall:

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