

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3. SUPPLYING GAS SERVICE

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

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

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

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

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ISSUED BY

F. Jay Cummings

Vice President, Rates and Regulatory Affairs

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In order to expedite service to a customer moving from one location to another, Company may provide service at the new location before all bills and charges are paid for service at the prior location. Company reserves the right to transfer any unpaid amount from prior service(s) to a current service account. Such transferred bills are then subject to the provisions of Sections 7.07 and 7.08 herein.

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

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

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

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Missouri Gas Energy,
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For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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

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Missouri Gas Energy,
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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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

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

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

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

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

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

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

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service upon the day restoration is requested, and in any event, restoration shall be made no later than the next working day following the day requested by customer.

The reconnection charge, precedent to the restoration of gas service to a customer whose gas service has been discontinued for any reason whatsoever, shall be as provided in Section 14, herein.

If gas service is discontinued for non-payment by customer of any delinquent gas service bill, Company shall not, except as provided in Section 3.10 herein, be required to restore service until all delinquent bills and reconnection charges have been paid and customer has complied with Section 2.05 herein.

A reconnection charge as provided for in Section 14, herein, shall apply if service is discontinued at the request of customer and reconnected within 7 months at the request of customer at the same location.

The requirements of this Section cannot be avoided by a request for a restoration of service or an application for service at the same location by a member of customer's household or family, any person who has enjoyed benefits from previous service, or any other person acting for or on behalf of customer.

- 3.13 REFUSAL TO SERVE: Company may refuse to supply gas service or discontinue service to any customer who fails or refuses to comply with the provisions of any applicable law, rule of the Commission, rate schedule or any provision of these General Terms and Conditions for Gas Service in effect and on file with the Commission.

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- 4.08 TAMPERING WITH COMPANY'S PROPERTY: No one except an agent of Company or one otherwise lawfully entitled to do so shall be permitted to remove or tamper with Company's meter or connections, or with any of the property of Company on or about customer's premises or elsewhere. If at any time Company shall find that a meter, gas piping, gas equipment, other instrumentality or any part thereof between Company's main and the point of delivery has been tampered with by anyone except an agent of Company, or one otherwise lawfully entitled to do so, and where in the opinion of Company an unsafe condition may have been created, it shall be considered cause for immediate discontinuance of service by Company.
- 4.09 RESELLING OR REDISTRIBUTING SERVICE: Unless provided to municipal gas systems, to retail distributors of compressed natural gas which is used only as a fuel for use in natural gas powered vehicles or to other gas utilities subject to the Commission's jurisdiction, gas service furnished is for the sole use of customer and customer shall not resell or redeliver gas. In case gas supplied by Company to customer is resold, service may be discontinued after notice as provided in Section 3.08(B), herein. If service is discontinued for this cause, a reconnection charge as provided in Section 14, herein, shall be paid before service is restored.
- 4.10 FRAUDULENT USE OF SERVICE: In case of unauthorized or fraudulent use of gas in any manner on the premises occupied by customer with or without customer's knowledge, where in the opinion of Company, an unsafe condition may have been created, service may be shut off without any advance notice, and shall not be resumed until customer shall have given satisfactory assurance that such unauthorized or fraudulent use of gas has been discontinued and shall have paid to Company an amount estimated by Company to be a reasonable payment for gas so used and not paid for. Company shall also be entitled to collect a reconnection charge as provided in Section 14, herein.

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ISSUED BY _____ Vice President, Rates and Regulatory Affairs
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If, thereafter, service to customer is restored without the consent of Company by reconnecting the meter or installing a by-pass or by any other means or device, Company may cut the service line in the parkway to prevent the unauthorized taking of gas. In such event, Company will reconnect the service only upon the payment of the charge as provided for in Section 14, herein, and payment of an amount estimated by Company as reasonable for gas fraudulently used.

In the event the service line in the parkway is reconnected without the consent of Company, Company may cut off service at the main. Before gas service is restored, Company may require the payment of the reconnection charge provided for in Section 14, herein, where the main is in an unpaved area or the reconnection charge provided for in Section 14, herein, if the main is under pavement. In addition, customer must pay for the estimated amount of gas fraudulently used.

In each of the above cases, Company may require the payment of a deposit, as provided in Section 2.05 herein, in addition to the stated charges before service is restored.

- 4.11 TERMINATION OR DISCONTINUANCE OF SERVICE BY CUSTOMER: Unless otherwise provided by contract, a customer may request discontinuance of service upon giving 3 days (Sundays and legal holidays excluded) notice by phone or in writing mailed or delivered to Company at its office. Customer shall be liable for all service supplied to the premises, to which the notice of discontinuance is applicable, up to the date specified therein provided that such date gives Company at least 3 days in which to effect a turn off. Final gas bills resulting from termination or discontinuance of service are due and payable upon presentation.

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