

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

First Revised
Original

SHEET No. R-6
SHEET No. R-6

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

1. DEFINITIONS

The following terms, when used in these General Terms and Conditions for Gas Service, in Company's rate schedules and in customers' service agreements, shall, unless otherwise indicated therein, have the meanings given below:

- 1.01 ANCILLARY LINE: Exterior piping installed by customer and connected to the yard line to supply fuel to any exterior appliance or apparatus.
- 1.02 BILLING PERIOD: A normal usage period of not less than 26 nor more than 35 days, except for initial, corrected or final bills.
- 1.03 COMPANY: Missouri Gas Energy, a Division of Southern Union Company, any successor or assignee thereof acting through its duly authorized officers, agents or employees within the scope of their respective duties and authorities.
- 1.04 CUSTOMER: A person or legal entity responsible for payment for service except one denoted as a guarantor. The term customer is also used to refer to an applicant for gas service.
- 1.05 CUSTOMER-OWNED DISTRIBUTION NETWORK: A system of customer-owned lines located downstream from a Company-owned master meter. Such networks include, but are not limited to, institutional, educational and health care campuses, military complexes, industrial facilities, commercial complexes, irrigation systems and oil and natural gas leases.
- 1.06 COMMISSION: The Public Service Commission Of The State Of Missouri and any successor of such commission having jurisdiction of the subject matter herein.
- 1.07 CYCLE BILLING: A system employed by Company which results in the rendition of bills for gas service to various customers on different days of any billing period.

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ISSUED BY _____
John M. Fernald

Director, Rates and Regulatory Affairs
Missouri Gas Energy
Kansas City, MO. 64111

Schedule 2-1

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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Schedule 2-2

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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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ISSUED BY Robert J. Hack

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Schedule 2-3

Missouri Gas Energy,
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For: All Missouri Service Areas

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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Schedule 2-4

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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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Kansas City, MO. 64111

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