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 Natural Gas Service

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GAS

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1. DEFINITIONS

A. Bill means a written or 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. Customer means a person or legal entity responsible for payment for service except one denoted as a guarantor.

G. Cycle billing means a system which results in the rendition of bills to various customers on different days of a month.

H. Delinquent charge means a charge remaining unpaid at least twenty-one (21) days from the rendition of the bill by Company.

I. Delinquent date means the date stated on a bill, which shall be at least twenty-one (21) days from the rendition of the bill, after which Company may assess an approved late payment charge in accordance with Company's tariff on file with the Commission.

J. 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.

K. Discontinuance of service or discontinuance means a cessation of service not requested by a customer.

L. Due date means the date stated on a bill when the charge is considered due and payable.

M. Electronic Bill (ebill) means a bill delivered to an electronic address selected by the customer that can be viewed on a computer screen

N. 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.

RULES AND REGULATIONS
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1. DEFINITIONS (Continued)

O. Extension agreement means a verbal agreement between Company and the customer extending payment for fifteen (15) days or less.

P. Guarantee means a written promise from a third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular customer.

Q. In dispute means any matter regarding a charge or service, which is the subject of an unresolved inquiry.

R. 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.

S. Normal business hours means the hours of 8:00 a.m. to 5:00 p.m. Central Standard Time Monday though Friday, except Company observed holidays.

T. Purchased gas adjustment clause means the adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.

U. Rendition of a bill means the mailing, electronic delivery or hand delivery of a bill by Company to a customer.

V. Residential service means the provision of or use of a utility service for domestic purposes.

W. 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.

X. Tariff means a schedule of rates, services and rules approved by the Commission.

Y. Termination of service or termination means a cessation of service requested by a customer.

Z. Utility means a gas corporation as those terms are defined in Section 386.020, RSMo.

AA. Utility charges means the rates for utility service and other charges authorized by the Commission as an integral part of utility service.

RULES AND REGULATIONS
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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. 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.

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. 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 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.

2.04 Deposits and Guarantees of Payment (Continued)

D. Deposits for gas service assessed to residential customers under the provisions of Sections (C)(1) or (C)(3) of this Rule during the months of November, December, and January may, if the customer is unable to pay the entire deposit, be paid by installments over a six (6) month period.

E. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required on all new nonresidential customers. A new nonresidential customer is a customer that is not currently receiving nonresidential service from Company at another location.

F. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement or other guarantees acceptable to Company may be required as a condition of continued service to any existing nonresidential customer 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) The customer has failed to pay an undisputed bill before the delinquency date for two (2) billing periods out of twelve (12) consecutive billing periods or has had any checks returned for insufficient funds, excluding bank error.

(3) The customer has in an unauthorized manner interfered with or diverted the service.

(4) The customer has an unsatisfactory credit rating from a financial institution or credit rating agency commonly recognized in the financial community.

(5) Misrepresentation of identity for the purpose of obtaining utility service.

(6) It has been indicated in a public medium that the customer is experiencing financial difficulties.

G. A security deposit required pursuant to these Rules is subject to the following terms and conditions:

(1) A deposit shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12) month period at the service location or, in the case of a new customer, who is assessed a deposit under Section 2.04 (B) (3) of this Rule, one-sixth (1/6) of the estimated annual bill for utility charges at the requested service location.

2.04 Deposits and Guarantees of Payment (Continued)

(2) The customer deposit interest during the calendar year will be simple interest of one percentage point (1.0%) above the prime rate published in the Wall Street Journal on the last business day in December of the prior year. Interest shall be either credited to the service account of the customer on an annual basis or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date Company has made a reasonable effort to return such deposit to the customer. This Rule shall not preclude Company from crediting interest upon each service account during one (1) billing cycle annually.

(3) Upon discontinuance or termination of service other than for a change of service address, the deposit shall be credited, with accrued interest, to the utility charges on the final bill. The balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill.

(4) Upon satisfactory payment of all undisputed gas charges during the last twelve (12) months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. 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 refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit. Security deposits from nonresidential customers may be retained by the Company as a guarantee of final bill. Only new customers taking service after the effective date of April 1, 2010 shall be subject to the requirement.

(5) Company shall maintain records, which show the name of each customer who has posted a deposit, the current address of the customer, the date and amount of deposit, the date and amount of interest paid, and information to determine the earliest possible refund date.

(6) Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a receipt as evidence of deposit, unless Company shows the existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information: name of customer, date of payment, amount of payment, identifiable name, signature, and title of Company employee receiving payment, and statement of the terms and conditions governing the payment, retention, and return of deposits.

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) In the event a residential customer applying for service is unable to make the full amount of a required deposit at one time, the customer may be permitted to make such deposit in up to three (3) consecutive monthly installments, unless Company can show a likelihood that the customer does not intend to pay the full amount of the deposit and the bills for gas 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.

2.05 Discontinuance of Service (Continued)

(2) Failure to post a required security deposit or guarantee.

(3) Unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises.

(4) Failure to comply with the terms and conditions of a settlement agreement.

(5) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purposes of inspection, meter reading, maintenance, or replacement. If Company has a 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 utility service.

(7) Violation of any other Rules of Company approved by the Commission which adversely affects the safety of the customer or other persons, or the integrity of Company's delivery system.

(8) As provided by state or federal law.

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

(1) The failure of a customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the utility service provided by Company.

(2) The failure of the customer to pay for 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 Rules, Company may transfer and bill any unpaid balance to any other residential service account of the customer, and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this Rule.

(3) The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under optional rate tariffs or provisions is not considered as a different class of service for the purpose of this Rule.

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 eleven (11) 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 eleven (11) 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.

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.

2.05 Discontinuance of Service (Continued)

H. 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.

I. 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.

J. 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.

K. 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.

L. Notwithstanding any other provision of these Rules, Company may discontinue service temporarily for reasons of maintenance, health, safety, or a state of emergency.

M. 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.

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

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GAS

2.06 Cold Weather Rule

A. The following definitions shall apply in this Rule:

(1) Energy Crisis Intervention Program (ECIP) means the federal ECIP administered by the Missouri Division of Family Services under Section 660.100, RSMo;

(2) Heat-related utility service means any gas service that is necessary to the proper function and operation of a customer's heating equipment;

(3) Low Income Home Energy Assistance Program (LIHEAP) means the federal LIHEAP administered by the Missouri Division of Family Support Division under Section 660.110, RSMo;

(4) Registered elderly or disabled customer means a customer's household where at least one (1) member of the household has filed with the Company a form approved by the Company attesting to the fact that s/he:

(a) Is sixty-five (65) years old or older;

(b) Is disabled to the extent that s/he has filed with the Company a medical form submitted by a medical physician attesting that such customer's household must have gas service provided in the home to maintain life or health; or

(c) Has a formal award letter issued from the federal government of disability benefits. In order to retain his/her status as a registered elderly or disabled customer, each such customer must renew his/her registration with the Company annually. Such registration should take place by October 1 of each year following his/her initial registration; and

(5) Low income registered elderly or disabled customer means a customer registered under the provisions of subsection A (3) of this Rule whose household income is less that one hundred fifty percent (150%) of the federal poverty guidelines, and who has a signed affidavit attesting to that fact of file with the Company. The Company may periodically audit the incomes of low income registered elderly or disabled customers. If, as a result of an audit, a registered low income elderly or disabled customer is found to have materially misrepresented his/her income at the time the affidavit was signed, that customer's service may be discontinued per the provisions of this Rule that apply to customers who are not registered low income elderly or disabled customers and payment of all amounts due, as well as, a deposit may be required before service is reconnected.

2.06 Cold Weather Rule (Continued)

B. This Rule takes precedence over other Rules on provision of heat-related utility service from November 1 through March 31 annually.

C. Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, Company shall;

(1) Notify the customer, at least ten (10) day prior to the date of the proposed discontinuance, by first class mail, and in the case of a registered elderly or disabled customer the additional party listed on the customer's registration form of Company's intent to discontinue service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice;

(2) Make further attempts to contact the customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in Section C (1), sent by first class mail; or a door hanger; or at least two (2) telephone call attempts to the customer;

(3) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by Section 2.05 J;

(4) Make a personal contact on the premises with a registered elderly or disabled customer or some member of the family above the age of fifteen (15) years, at the time of the discontinuance of service; and

(5) Ensure that all of the notices and contacts required in this Section shall describe the terms for provisions of service under this Rule, including the method of calculation the required payments, the availability of financial assistance from the Division of Family Services, and social service or charitable organizations that have notified Company that they provide assistance and the identity of those organizations.

D. The Company will not make oral representations of service termination for nonpayment when termination would occur on a known "no-cut" day as governed by the temperature moratorium.

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GAS

2.06 Cold Weather Rule (Continued)

E. Weather Provisions. Discontinuance of gas service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where gas is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited as follows:

(1) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty-two degrees Fahrenheit (32°F); or

(2) On any day when Company personnel will not be available to reconnect gas service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty-two degrees (32°F); or

(3) From November 1 through March 31, for any registered low income elderly or low income disabled customer (as defined in this Rule), provided that such customer has entered into a Cold Weather Rule payment plan, made the initial payment required by Section J of this Rule and has made and continues to make payments during the effective period of the Rule that are at a minimum the lesser of fifty percent (50%) of:

(a) The actual bill for usage in that billing period; or

(b) The levelized payment amount agreed to in the Cold Weather Rule payment plan. Such reductions in payment amounts may be recovered by adjusting the customer's subsequent levelized payment amounts for the months following March 31.

(4) Nothing in the Section shall prohibit Company from establishing a higher temperature threshold below which it will not discontinue gas service.

2.06 Cold Weather Rule (Continued)

F. Discontinuance of Service. From November 1 through March 31, Company may not discontinue heat-related residential utility service due to nonpayment of a delinquent bill or account provided:

(1) The customer contacts Company and states his/her inability to pay in full;

(2) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section J of this Rule;

(3) The customer complies with Company's requests for information regarding the customer's monthly or annual income; and

(4) There is no other lawful reason for discontinuance of gas service.

G. Whenever a customer, with a Cold Weather Rule payment agreement, moves to another residence within the Company's service area, the Company shall permit the customer to receive service if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due. No other change to the terms of service to the customer by virtue of the change in the customer's residence with the exception of an upward or downward adjustment to payments necessary to reflect any changes in expected usage between the old and new residence shall be made.

H. Deposit Provisions. Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this Rule to those customers who enter into a payment agreement and make timely payments in accordance with this Rule.

I. Reconnection Provisions. If Company has discontinued heat-related utility service to a residential customer due to nonpayment of a delinquent account, Company, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided:

(1) The customer contacts Company, requests Company to reconnect service, and states an inability to pay in full;

(2) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section J of this Rule;

(3) The customer complies with the request of Company for information regarding the customer's monthly or annual income;

2.06 Cold Weather Rule (Continued)

(4) None of the amount owed is an amount due as a result of unauthorized interference, diversion, or use of Company's service, and the customer has not engaged in such activity since last receiving service; and

(5) There is no other lawful reason for continued refusal to provide utility service.

J. Payment Agreements. The payment agreement for service under this Rule shall comply with the following:

(1) A pledge of an amount equal to any payment required by this Section by the agency which administers LIHEAP, shall be deemed to be the payment required. Company shall confirm in writing the terms of any payment agreement under this Rule, unless the extension granted the customer does not exceed two (2) weeks.

(2) Payment Calculations.

(a) Company shall first offer a twelve (12) month level payment plan that is designed to cover the total of all preexisting arrears, current bills, and Company's estimate of the ensuing bills.

(b) If the customer states an inability to pay the level payment plan amount, Company and the customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, Company and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history and the customer's ability to pay.

(c) Company shall permit a customer to enter into a payment agreement to cover the current bill plus arrearage in fewer than twelve (12) months if requested by the customer.

(d) Company may revise the required payment in accordance with its levelized payment plan.

(e) If a customer defaults on a Cold Weather Rule payment agreement but has not yet had service discontinued by the Company, the Company shall permit such customer to be reinstated on the payment agreement if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due.

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 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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GAS

2.07 Charge for Connecting or Reconnecting Service

A. If gas service is discontinued for violation of any of the terms or conditions of any service agreement or on account of a delinquent service bill, a charge shall be made to the customer whose service was discontinued to cover the cost of reconnecting service before service will be resumed. This Reconnection Charge shall be assessed to the customer per Section 10 of these Rules.

B. There is no charge for service connections during normal business hours. Where service connections are made outside of normal business hours, the same charge shall apply as for reconnecting service. This Connection Charge shall be assessed to the customer per Section 10 of these Rules.

C. When it is necessary for a Representative of the Company to visit the service address for the purpose of disconnecting gas service and the Representative collects the delinquent payment amount, a Collection Charge shall be assessed to the customer as per Section 10 of these Rules.

D. In the event a customer orders a disconnection and a reconnection of service at the same premise within a period of twelve (12) months, Company will collect, as a reconnection charge, the sum of such minimum bills as would have occurred during the period of disconnection, but in no event less than the Reconnection Charge in Sec. 2.07A of these Rules.

E. Charges in this Section do not cover any extension that may be necessary to provide customer service. Charges for and conditions of extending gas service as described in Section 7 and listed in Section 10.

F. A disconnection charge shall apply to all customers disconnecting service.

2.08 Charge for Returned Checks

If a Customer tenders to the Company a check, draft, or a payment order in payment for service billed which is ultimately dishonored for reasons other than bank error, the Customer shall pay to the Company a charge as described in Section 2.08 and listed in Section 10 of these Rules to cover the cost of processing the returned check, draft, or payment order plus the amount owed for service plus any late payment fee which may result. If the returned check, draft, or payment order is for payment for both gas and electric service, only one returned check charge will be collected by the Company.

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GAS

RESERVED FOR FUTURE USE

RULES AND REGULATIONS
GAS

3. SUPPLYING AND TAKING OF SERVICE

3.01 Interruptions of Gas Service

Company shall not be responsible for any failure or interruption of gas service unless such failure or interruption is due to the willful and wanton misconduct of Company.

3.02 Use of Gas Service

A. Gas supplied is for the personal use of the customer.

B. The customer shall not sell the gas purchased from Company to any other customer, company, or person. The customer shall not deliver the gas purchased from Company to any connection wherein such gas is delivered off of customer's premises to another premise. For violation of this Rule, Company may remove its meter(s) and discontinue service. Customers receiving gas on retail rate tariffs shall not be permitted to submeter and resell gas.

3.03 Indemnity to Company

The customer shall indemnify, save harmless, and defend Company against all claims, damages, costs, or expenses for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the distribution and use of gas by the customer at or on the customer's side of the point of delivery.

3.04 Access to Customer's Premises

Access shall be given Company's duly authorized employees or agents to the customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, or removing all of its apparatus used in connection with supplying gas service. At the termination of any service agreement, Company shall be permitted access to remove all its properties from the customer's premises. Company shall have the right to enter upon the customer's premises to discontinue, cut off, and remove its gas service as soon as and as often as default shall be made by the customer which results in the termination of the service agreement. The customer shall be subject to and conform to such reasonable Rules as Company may establish to govern the general use of the gas it supplies.

3.05 Tapping of Company's Mains

No person other than a duly authorized representative of Company shall be authorized to tap or connect a service pipe to Company's gas supply mains

3.06 Location and Route of Company's Facilities

When extending gas service to customers, the route and location of Company facilities, including mains and services, shall be determined at the sole discretion of Company whether the extensions are being made at no cost to the customer or under an arrangement requiring a customer advance or contribution. The location and route of facilities installed shall be in conformance with good practice for the overall gas distribution system taking all factors into consideration including safety, present and estimated future capacity requirements, and overall installation costs.

3.07 Limitations of Gas Supply

PURPOSE: The purpose of this Rule is to establish the priority of service during periods of supply deficiencies.

CURTAILMENT: During periods of curtailment or limitation of gas supply by its suppliers, Company will curtail or limit gas service to its customers (or conversely, allocate its available supply of gas) as provided in this Rule. Curtailment may be initiated due to a supply deficiency, or due to weather or other operating conditions, or a combination thereof.

PRIORITY OF SERVICE: Company will make every reasonable attempt to maintain continuous gas service to customers. The following priorities will be followed when operational and supply conditions require service interruptions with highest priorities listed first:

1. General Service (residential and small commercial)
2. Small volume firm
3. Large volume firm
4. Small volume interruptible
5. Large volume interruptible

For the purpose of this Section, the definition of terms describing priority categories shall be those set forth by the Federal Power Commission in Order Nos. 493 and 493-A, Docket No. R-474 and in Opinion No. 805 in Docket No. RP75-62 as modified by the Federal Energy Regulatory Commission's Order No. 29 except that the definitions of "essential agricultural requirements" and "essential industrial process and feedstock requirements" shall be those specified from time to time by the responsible federal agencies under the Natural Gas Policy Act of 1978.

3.07 Limitations of Gas Supply (Continued)

The volumes utilized in classifying a customer's requirements, other than those for essential agricultural users, into priority categories shall be his/her monthly or average daily requirement in the month of his/her maximum demand occurring during the year ended December 1973, adjusted for known changes. Company shall at least annually review and determine the requirements of its customers and Company's ability to meet such requirements. Essential agricultural requirements shall be those certified by the Secretary of Agriculture in 7 C.F.R. Section 2900, et seq., as determined and adjusted from time to time pursuant to orders of the Federal Energy Regulatory Commission.

CURTAILMENT PROCEDURES: Monthly allocations or curtailment shall be based on a period beginning on the first day of any month and extending through the last day of the month. Notice shall be given to each affected customer by telephone or in writing as far in advance as practicable and may be changed by Company as conditions warrant.

Curtailment shall be assigned initially to those best efforts or as-available sales where Company is not responsible for providing continuous service except to the extent that curtailment of such services would not be useful in maintaining deliveries to other customers in accordance with these Rules. Additional curtailment shall be assigned initially to the lowest priority category (Category 10) and successively to each higher priority category as required. Should partial service only be available to an affected category, deliveries to individual customers shall be limited to the customer's pro rata share of available supply, such allocation to be based on the ratio of the customer's requirements in the category for which partial service is available to the aggregate requirements of all Company's affected customers in the same category.

UNAUTHORIZED OVERRUNS AND PENALTIES: If during any curtailment period, any customer or transporter takes, without Company's advance approval, a volume of gas in excess of the volumes authorized to be used by such customers, said excess volumes shall be considered unauthorized overrun deliveries. Any such deliveries shall be subject to any penalties imposed by Company's supplier on Company when said penalties are a direct result of such deliveries. Such penalty shall be in addition to any other charges for such gas as provided under applicable rate tariff(s).

EMERGENCY EXEMPTION: Emergency exemption from any curtailment order or procedure may be requested by a customer where supplemental deliveries are required to forestall substantial damage to physical property, risk of life, or injury to plant personnel in order to prevent the threat of a plant production shutdown due to the failure of alternate fuel facilities or a customer's inability, for reasons other than price, to obtain an alternate fuel, or in other emergency situations involving the occurrence of unforeseen or extraordinary circumstances,

3.07 Limitations of Gas Supply (Continued)

including emergencies involving the protection of air quality. Company shall grant requests for emergency exemptions only if it is satisfied that the customer has, to the maximum extent possible, scheduled the use of all alternate sources of supply available during the emergency period involved and otherwise meets the conditions imposed for emergency exemption. Request for such exemptions may be submitted by telephone, but must immediately be followed by a written request setting forth details of the nature, cause, and expected duration of the emergency. Where supplemental volumes are delivered to a customer under this provision, the customer must act with dispatch to eliminate the cause of the emergency, and may be required to pay back such supplemental deliveries from future allocations.

RELIEF FROM LIABILITY: Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of Company's failure to deliver all or any portion of the volumes of gas desired by any particular customer or group of customers to the extent that such failure results from the implementation of the priority of service plan or curtailment procedures herein prescribed or from any other orders or directives of duly constituted authorities including, but not limited to, all regulatory agencies having jurisdiction in the premises.

PRECEDENCE: To the extent that this Section, or any provision(s) hereof conflict with any other provision(s) of Company's filed tariff(s), General Terms and Conditions for Gas Service, or contracts, this Rule shall take precedence.

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GAS

4. INSTALLATIONS

4.01 Customer's Installation

A. The customer shall install and maintain gas apparatus to be connected and served from Company's facilities so as to conform to good practice applying to such installation. Company assumes no responsibility for the design or condition of the customer's installation.

B. Company shall be responsible for all gas service pipe from the gas main to the closest customer structure requiring service when providing service to a premise having multiple structures.

C. The customer shall be solely responsible for the maintenance of all piping and all other gas equipment on the premise which is owned by the customer and not specifically stated as the responsibility of Company within these Rules, except that Company shall be responsible for conducting annual instrument leak surveys over the buried piping.

D. Company shall perform an initial inspection for leaks in the customer's piping and equipment prior to connecting such piping and equipment to the service lines. If such piping and equipment are found to have leaks, Company shall not make the connection of such piping and equipment to its lines until such leaks have been corrected by the customer. If leaks are discovered in the customer's piping or equipment subsequent to making the connection of the customer's piping and equipment to service lines, Company will notify the customer of the leak and unless the leak is corrected immediately, Company may discontinue service.

E. The customer shall be solely responsible for the maintenance of all piping and all other gas equipment on the premise which is owned by the customer and not specifically stated as the responsibility of EDG within these Rules, except that Company shall be responsible for conducting periodic (as required by Commission Rules) instrument leak surveys over the buried piping.

4.02 Protection of Company's Property

A. The customer shall protect at all times the property of Company on the premises of the customer and shall permit no one but the agents of Company and other persons authorized by law to inspect or handle the mains, lines, meters, and other apparatus of Company. In case of loss or damage to the property of Company from an act of negligence of the customer or his agents or servants, or of failure to return appliances or equipment supplied by Company, the customer shall pay to Company the value of such property.

B. Company may discontinue service to a customer and remove its equipment from the customer's premises without notice if evidence is found that its service lines, meters, or other appurtenances on the premises have been tampered with in such manner that the customer is then receiving or may have received unmetered service. In such event, Company may require the customer to pay for such gas energy as Company may estimate from available information to have been used but not registered by Company's meter and to increase his deposit or require a payment bond (in an amount determined by Company) before gas service is restored; and, in addition thereto, the customer shall be required to bear all associated costs incurred by Company, including, but not limited to, all trip charges, estimated labor charges, investigation and prosecution costs, material charges, and such protective equipment as, in its judgment, may be necessary.

5. METERING

5.01 Meter Installations

A. For the purpose of determining the amount of gas used, a meter shall be installed by Company upon the customer's premises at a point most convenient for Company's service. Only one (1) meter installation will be installed to measure service of like character to each structure. The readings of such gas meter shall be used for calculating bills for service rendered.

B. All interruptible customers that are eligible to receive or transport natural gas under Company's interruptible rate tariffs shall have telemetry equipment installed on their gas meter.

5.02 Measurement of Gas

A. The gas delivered by Company to the customer shall be measured at prevailing meter pressures, and the volumes shall be computed on a pressure base of fourteen and sixty-five hundredths (14.65) pounds per square inch absolute and on a temperature base of sixty degrees Fahrenheit (60^{o}F). It shall be assumed that the gas delivered obeys Boyle's law and that the atmospheric pressure is fourteen and four-tenths (14.4) pounds per square inch absolute.

B. The volumes of gas delivered to Company for transporting shall be computed on a pressure base equivalent to that of the delivering pipeline and then converted to the same pressure and temperature base as at the delivery meter. All interruptible volumes shall be metered on both a temperature and non-temperature corrected basis. As more fully described in the Purchased Gas Adjustment clause of the Company gas rate tariffs, non-temperature corrected volumes shall be used for billing purposes, and temperature corrected volumes shall be used to calculate the lost and unaccounted for factor for each revenue class. These lost and unaccounted for factors should be maintained for informational purposes, and used to develop reasonable lost and unaccounted for percentages in the next Company rate case.

5.03 Meter Testing

A. Company's meters shall be tested for accuracy in accordance with the Commission's Rule included in 4 CSR 240-10.030, subject to the terms of the waiver approved in Doc. GE-2006-0330 dated April 9, 2006.

B. Request Tests: Upon a request by a customer, the Company shall test the meter servicing that customer, except that such tests need not be made more frequently than once in eighteen months. A written report of the test shall be mailed to the customer within 10 days of the completed test and a record of each test shall be kept on file at the Company's office. The Company shall give the customer or a representative of the customer the opportunity to be present while the test is conducted. If the test finds the meter is accurate within the limits accepted by the Company in its meter inspection and testing program, the Company may charge the customer the fee listed in Section 10. The customer shall be advised of any potential charge before the meter is removed for testing. The Company’s inspection and meter testing program provides a two (2) percent tolerance for determining whether a meter is considered accurate under this section.

5.04 Billing Adjustments

A. For all billing errors, Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments for the period estimated to be involved as follows (except for as provided in B, C, and D) of this Rule for:

(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.

(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.

6. METER READING, BILLING, AND COMPLAINT PROCEDURES

6.01 Billing and Reading of Meters

A. Company will, as near as practicable, read its meters on the same day of each monthly period, and such readings shall be used in billing the customer for such period. Nonreceipt of bills by the customer shall not release or diminish the customer's obligation with respect to payment thereof.

B. Company shall render a separate billing for service provided at each address or location. When requested by the customer and agreed to by Company, billings for multiple addresses or locations may be summarized on one (1) bill.

C. Billing may include charges for special services together with utility charges on the same bill. Charges for special services shall be designated clearly and separately from utility charges. If partial payment is made, Company shall first credit all payments to the balance outstanding for utility charges, based upon the age of the receivable, with the credit being applied to the oldest receivable first.

D. During the billing period prior to any rate tariffed seasonal rate change, company shall notify each affected customer, on the bill or on a notice accompanying the bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be in effect.

6.02 Billing Period

Bills ordinarily will be rendered regularly at monthly intervals, but may be rendered more or less frequently at Company's option. The normal billing period shall be twenty-six (26) to thirty-five (35) days. All bills that are less than twenty-six (26) days or more than thirty-five (35) days will be prorated.

6.03 Choice and Application of Rates

A. The tariffs on file with the Public Service Commission of the State of Missouri are at all times available to any customer or his/her authorized representative. Company reserves the right in all instances to designate an existing or prospective customer's classification for the purpose of rate application.

B. If a customer is eligible to take gas service under more than one (1) rate tariff, the choice of such rate tariff lies with the customer. Any customer shall pay for service under the applicable rate tariff for all gas used.

C. A new customer will be assisted by Company in the selection of the rate tariff based on the information at hand, but the responsibility for the selection of the rate tariff lies with the customer.

6.03 Choice and Application of Rates (Continued)

D. After a new customer has selected a rate under which she/he elects to take gas service, she/he will be required to remain under such rate tariff for a period of one (1) year. This limitation shall apply to all rate schedules except small volume transportation, which shall remain on said schedule for a period of six (6) months. When more than one (1) rate tariff is available to a customer and the customer elects to transfer to another available rate tariff, such other rate tariff shall not be applied retroactively.

E. If the demand of a new customer is temporarily obtained by assessment pending the determination of the measured demand, which shall be done as soon as practicable, such assessed demand shall prevail until the demand is measured.

F. If an entirely new rate tariff which may be more advantageous than the existing one becomes available to the customer, then Company will assist in determining whether the customer would be benefited by being served and billed under such new rate tariff.

G. If a customer is permitted to change from one (1) rate tariff to another, she/he will not be required to continue service extending beyond the time provided in the original application for service; providing, gas service can be rendered at the rate tariff to which the customer has changed without expense to Company for the installation of new apparatus or facilities for serving the customer. In the event the change of rate tariff necessitates additional investment by Company, the customer shall reimburse Company for such additional investment, or be required to extend the term during which service will be supplied at the new rate tariff.

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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.

(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.**
(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.

6.04 Billing and Payment Standards (Continued)

G. Every bill for residential gas service shall clearly state the following:

(1) The beginning and ending meter readings of the billing period and the dates of these readings.

(2) The date when the bill will be considered due and the date when it will be delinquent, if different.

(3) Any previous balance which states the balance due for gas charges separate from charges for services not subject to Commission jurisdiction.

(4) The amount due for the most recent billing period for gas usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction.

(5) The amount due for other authorized charges.

(6) The total amount due.

(7) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this Rule.

(8) License, occupation, gross receipts, franchise, and sales taxes.

(9) Purchased gas adjustment cost in total or cents per unit basis.

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6.05 Level Payment Plan

A. The purpose of the level payment plan is to levelize, insofar as possible, the amount a customer is required to pay monthly over a year's period.

B. This level payment plan is available to all eligible residential customers. A customer who has been delinquent three (3) or more times in the last twelve (12) months at his current or previous location may be refused participation in the level payment plan until the customer has established a twelve (12) consecutive month payment period with no more than two (2) delinquent payments. Level payment billing levels are subject to change. Failure to maintain a current account will disqualify customers from participating in the program. At Company's option, certain nonresidential customers, based on usage patterns and payment history, may be allowed to participate in Company's level payment plan.

C. The level payment amount will be based on twelve (12) months' historical information as adjusted for any significant rate changes during the period, abnormal weather conditions, or other factors. The estimated annual adjusted billing, and thus the monthly level payment amount, may be revised if it is obvious the earlier estimate was underestimated or overestimated due to customer use, weather conditions, rate tariff changes, or other factors during the subsequent level payment period.

D. Customers may enter the level payment plan during any month of the year. Level payment amounts for customers with less than twelve (12) months to the true-up cycle will be estimated based on estimated monthly use for such period. In any event, the estimated billing will be compared to actual billing once each year and the outstanding balance due will be reflected over the next twelve month payment plan..

E. The customer bill will show the actual monthly amount, the current status of the account, and the monthly level payment amount.

6.06 Disputes

A. A customer shall advise Company that all or part of a charge is in dispute by a telephone call to the company's 24-hour customer service center. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of the proposed discontinuance for a customer to avoid discontinuance of service as provided by these Rules.

B. 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.

C. 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 may not less than five (5) days after provision of the notification required by Section (I) of this Rule, may proceed to discontinue service unless the customer files an informal complaint with the Commission within the five (5) day period.

D. 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 under Section 2.05 (E) has been sent to the customer by Company. The customer shall retain the right to lodge an informal complaint with the Commission.

6.06 Disputes (Continued)

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

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 sixty (60) days shall be in writing and mailed or otherwise delivered to the customer.

B. Every settlement 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.

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.

D. Company may enter into an extension agreement upon the request of the customer who claims an inability to pay the bill in full.

6.08 Commission Complaint Procedures

A. Prior to filing an informal or formal complaint, the customer shall pursue remedies directly with Company as provided in 4 CSR 240-13 of the Commission Rules. The Commission specifically reserves the right to waive this requirement when circumstances so require.

B. Any person aggrieved by a violation of any Rule in 4 CSR 240-13 of the Commission Rules or other Commission Rules relating to utilities may file an informal or formal complaint under 4 CSR 240-2-070 of Commission Rules.

C. If Company and a customer fail to resolve a matter in dispute, Company shall advise the customer of his/her right to file an informal complaint with the Commission under 4 CSR 240-2.070.

D. If the Commission Staff is unable to resolve the complaint to the satisfaction of the parties, the Staff shall send a dated letter to that effect to the complainant and to Company.

(1) The letter shall advise the complainant that, if she/he desires, she/he may file a formal complaint in accordance with 4 CSR 240-2.070 of the Commission Rules.

(2) If the complaint concerns a bill, the nonpayment of which could subject the complainant to discontinuance of service under the provisions of Commission Rule 4 CSR 240-13.050, the Staff's letter shall advise the complainant that if a formal complaint is not filed within thirty (30) days of the date of the letter, the complainant may become subject to discontinuance of service.

E. The Commission Staff may treat an informal complaint involving the same question or issue based upon the same facts dealt with in a prior informal complaint as already decided, and may advise the complainant that such informal complaint will not be reviewed.

F. Company shall not discontinue residential service relative to the matter in dispute during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to Section (D), and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to Section (D).

G. Failure of the customer to pay the amount of the bill which is not in dispute, as determined pursuant to Section 6.06 (E) or (F) of these Rules, shall be grounds for dismissal of an informal or formal complaint.

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6.09 Late Payment Charge

A. For Residential Customers, Company may add a sum equal to a simple one-half percent (0.50%) per month of the original net amount due on any unpaid bill for gas service excluding deposit arrears, amounts agreed to be paid pursuant to a deferred payment agreement, and circumstances where restricted by law or regulation.

B. For all other rate classes, Company may add a sum equal to one-half percent (0.50%) per month of the original net amount due on any unpaid bill for gas service excluding deposit arrears, amounts agreed to be paid pursuant to a deferred payment agreement, and circumstances where restricted by law or regulation.

C. An unpaid bill shall be any billing amount that remains owing to Company and not in dispute after the delinquent date stated on the bill.

D. Failure to pay the late payment charge may be grounds for discontinuance of service in accordance with Section 2.05.

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7. EXTENSION OF GAS FACILITIES

7.01 Purpose and Availability

A. The purpose of this policy is to set forth the service connection and distribution system extension requirements when one or more applicants request gas service at premises not connected to the Company's distribution system or request an alteration in service to premises already connected where such change necessitates additional investment.

B. The provisions of this policy are subject to the applicable rules and regulations of the Commission. This policy is available for applications where the Company commenced construction on or after May 1, 2004.

7.02 Definition of Terms

A. APPLICANT: The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of a gas Distribution Extension, Extension Upgrade, or Relocation.

B. BASIC EXTENSION REQUEST: A request by Applicant for a Distribution Extension for which the Company specified facilities are provided free of charge to the Applicant, provided the Applicant commits to use natural gas for its basic space heating requirements for at least one (1) year. Gas fireplaces will not be considered basic space heating and Applicant will be required to pay the full non-refundable construction charge to initiate service. The operation of a natural gas furnace used in conjunction with an alternative and supplemental space heating source will be considered as meeting minimum requirements for a free extension of service.

C. CONSTRUCTION ALLOWANCE: The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction and which is made by the Company at its expense. The formula used to determine the appropriate Construction Allowance will be based on the Company's feasibility model. Generally, the formula used by the feasibility model is the Estimated Margin divided by the Fixed Carrying Cost percentage as measured over the first five (5) year life of the Distribution Extension.

$$CA = \frac{SUM (EM1 + EM2 + EM3 + EM4 + EM5)}{SUM (FCC1 + FCC2 + FCC3 + FCC4 + FCC5)}$$

Where, CA = Construction Allowance;
EM = Estimated Margin;
FCC = Fixed Carrying Cost;

D. CONSTRUCTION CHARGES: That portion of the Distribution Extension's construction costs for which the Applicant is responsible. This extension policy specifies which cost segments shall be furnished by Applicant and which segments are provided by the Company at cost to Applicant. These charges may consist of the following components:

1. Nonrefundable charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and the Company and specified in the Facilities Extension Agreement.)
2. Refundable charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant's requisite performance as outlined in the Facilities Extension Agreement.

E. DISTRIBUTION EXTENSION: Distribution facilities including mains, services, and meter installation facilities installed by Company.

F. ESTIMATED CONSTRUCTION COSTS: The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental expenses connected therewith.

G. ESTIMATED MARGIN: The Estimated Margin will be determined by first multiplying the effective rates for each customer class by the estimated incremental usage – and then subtracting applicable margin allocation for network and infrastructure support costs.

H. EXTENSION COMPLETION DATE: The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by the Company's records.

I. EXTENSION UPGRADE: The increase in capacity of existing gas distribution facilities necessitated by Applicant's estimated gas requirements and for which the Company determines that such facilities can be reasonably installed.

J. FACILITIES EXTENSION AGREEMENT: Written agreement between Applicant and the Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, end-use commitments, etc. in accordance with this extension policy.

K. FIXED CARRYING COST: The Company's cost of capital to provide the requisite return on its investment as well as the costs for depreciation, property taxes and property insurance.

L. OPEN EXTENSION PERIOD: The period of time, five (5) years, during which the Company shall calculate and pay refunds of Construction Charges according to the provisions of this extension policy. The (5) five-year period begins on the Extension Completion Date.

M. PERMANENT SERVICE:
1. Residential Applicants: Gas extensions where a continuous return to the Company of sufficient revenue to support the necessary investment is reasonably assured. Applicant agrees to a minimum of one (1) year of service at the end-use commitments outlined in the Facilities Extension Agreement.
2. Non-Residential Applicants: Gas extensions where the use of service is to be permanent and where a continuous return to the Company of sufficient revenue to support the necessary investment is reasonably assured. For 50,000 Ccfs or less, Applicant agrees to a minimum of one (1) year of service at the end-use commitments outlined in the Facilities Extension Agreement. For usage greater than 50,000 Ccfs, Applicant agrees to a minimum of three (3) years of service at the end-use commitments outlined in the Facilities Extension Agreement.

N. TEMPORARY or LIMITED SERVICE:
1. Residential Applicants: Any service that is of a known temporary or limited nature and/or the Applicant is unwilling to agree to specific end-use commitments for a period of at least one (1) year.
2. Non-Residential Applicants: Any service that is of a known temporary or limited nature and/or the Applicant is unwilling to agree to specific end-use commitments for a period of at least one (1) and three (3) years as applicable per the definitions under paragraph M

7.03 General Provisions

The Company at its sole discretion, after consideration of Applicant's gas requirements and commitment, will designate the class of service requested as Permanent or Temporary (Limited) in accordance with the definitions set forth herein.

A. The determination of facility type and routing will be made by the Company to be consistent with the characteristics of an Applicant's requirements and for the territory in which service is to be rendered and the nature of the Company's existing facilities in the area.

B. Facilities Extension Agreements will be based upon the Company's Estimated Construction Cost for providing the facilities necessary to supply the service requested by Applicant. The Company shall exercise due diligence with respect to providing the estimate of total costs to the customer. If it is necessary or desirable to use private, public and/or government rights-of-way to furnish service, Applicant may, at the Company's discretion, be required to pay the cost of providing such rights-of-way. All Distribution Extensions, provided wholly, or in part, at the expense of an Applicant shall become the property of the Company.

C. The Company shall construct, own, operate and maintain distribution system facilities only on or along public streets, roads and highways which the Company has the legal right to occupy, and on or along private property across which right-of-ways and easements satisfactory to the Company have been received.

D. Rights-of-way and easements which are satisfactory to the Company must be furnished by the Applicant in reasonable time to meet construction and service requirements and before the Company shall be required to commence its installation; such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions, and graded to within six (6) inches of final grade by Applicant at no charge to the Company. Such clearance and grading must be maintained by the Applicant during construction by the Company. If the grade is changed subsequent to construction of the distribution system in such a way as to require relocation of any of the gas facilities, the estimated cost of such relocation shall be paid by the Applicant or its successors as a non-refundable Construction Charge.

E. An additional Construction Charge shall be paid by the applicant to the Company for any ditching required to be performed by the Company due to soil conditions including, but not limited to, the presence of rock or other environmental issues which prevent the use of normal trenching and backfilling practices used in trenchable soil. The charge under this provision shall be the estimated trenching and backfilling costs to be incurred by the Company less the estimated cost of normal trenching and backfilling. Applicant may be required to perform said ditching.

7.04 Application for Extension of Gas Facilities – Permanent Service

A. Each application to the Company for gas service of a permanent nature to premises requiring extension of the Company's existing distribution facilities will be evaluated by the Company in order that the Company may determine the amount of investment (Construction Allowance) warranted by the Company in making such extension. In the absence of special financing arrangements between the Applicant and the Company, the Construction Charges as specified in the Facilities Extension Agreement shall be paid by the Applicant to the Company before the Company's construction commences.

B. The Construction Charges may be refundable in part, or in their entirety, to the original Applicant during the Open Extension Period. The Facilities Extension Agreement, to be executed by Applicant and the Company, shall outline the applicable refund mechanism as related to the performance required by Applicant. In no event shall refunds aggregate an amount greater than the Construction Charges. Refundable Construction Charges shall not accrue interest. No interest in any potential refunds may be assigned. Applicant shall be responsible for notifying the Company within six months time of qualifying permanent loads connected to the Company's system. On a periodic basis, the Company shall make the applicable refund(s) as specified in the Facilities Extension Agreement. No refunds will be made for performance after the Open Extension Period.

C. The Company will evaluate the feasibility of growth for an existing area when determining the amount of Construction Charges. Where sufficient growth is anticipated, the extension maybe made without an additional charge or at a reduced rate.

7.05 Application for Extension of Gas Facilities – Temporary or Limited Service

A residential Applicant, or a non-residential Applicant requesting a basic extension, shall make at least a one (1) year commitment of gas space heating service. And a non-residential Applicant, requesting greater than a basic extension, shall include at least a three (3) year commitment of gas service. Service commitments less than these minimums are considered temporary or limited. For gas service of a temporary or limited nature, Applicant shall be required to pay to Company as non-refundable Construction Charges as outlined in the Facilities Extension Agreement an amount equal to the estimated net cost of installing, owning and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Company before Company's construction commences.

7.06 Extension Upgrades

Where a gas distribution Extension Upgrade is required to serve a non-residential customer's load requirements, the Facilities Extension Agreement between Company and Applicant shall apply the Estimated Construction Costs, Construction Allowance, and Construction Charges provisions contained in this extension policy to the Extension Upgrade.

7.07 Relocation or Conversion Request

An Applicant desiring to have Company's existing facilities relocated may request Company to make such changes. If Company determines that such conversion or relocation can reasonably be made, Company will make such conversion or relocation on the following basis: The cost of removing and relocating such facilities, the related net cost of non-salvageable materials and the cost of any new facilities to be installed shall be paid by the Applicant as non-refundable Construction Charges as outlined in the Facilities Extension Agreement.

7.08 Excess Facilities Request

In those instances where Company chooses to provide facilities at Applicant's request in variance with the normal gas construction standards, Applicant's shall be required to pay Company for the cost of such facilities, and to pay Company a Nonrefundable Construction Charge or a surcharge as outlined in the Facilities Extension Agreement. The charge is designed to recover the cost of insurance, replacement (or cost of removal), license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses associated with such distribution facilities.

7.09 Applicability Limitation

The applicability of this extension policy is limited by the following conditions:

A. FACILITIES EXTENSION AGREEMENT NOT TIMELY EXECUTED: The Company's Estimated Construction Costs and Construction Charges requirements as calculated for each extension may become void, at Company's discretion, after 120 days from the time a proposed Facilities Extension Agreement is provided by Company to Applicant. If a Facilities Extension Agreement is not fully executed before that time, it may become necessary for new estimates to be made incorporating the then current construction costs and the terms and conditions of Company's extension policy as on file and in effect with the Commission at that time.

B. ACCURATE ESTIMATES DOUBTFUL -- TRUE-UP FOR ACTUAL COSTS: The Estimated Construction Costs will typically be the amount used in calculating the Construction Allowance and Construction Charges. In situations where the accuracy of the estimate is known to be highly uncertain, a true-up to reflect actual costs at the Extension Completion date will be made. The intention to adjust the Estimated Construction Costs to reflect actual costs shall be specified and agreed to by both Applicant and Company in the Facilities Extension Agreement.

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7.10 Extension Requests.

The Company has segmented Applicants into the following general categories for administration of this Extension Policy:

A. BASIC EXTENSION REQUEST, RESIDENTIAL SINGLE FAMILY or SMALL GENERAL SERVICE:

Free of Charge – Basic Extension Request: All Applicants, classified as Permanent Service, agreeing to use natural gas for normal space heating, or at least 500 Ccfs annually, for at least one (1) year, will receive the following installed basic facilities free of charge:

- first 150 feet of service line and/or feet of main per Applicant;
- one meter, not to exceed 399 cfh (cubic feet hour) at ½ inch differential;
- one standard regulator and meter bar assembly;

B. NON-BASIC EXTENSION REQUEST for SUBDIVISION PROJECTS:

Non Basic Extension Request: Applicants, classified as permanent service, requiring a Distribution Extension in excess of the basic installed facilities which are provided free of charge may incur construction charges as described below:

- Proven Projects: Projects requested by Applicant (developers) which have a proven track record to constructing projects at the specified number of dwellings and at the specified end-uses within five years, will have the applicable standard Construction Allowance subtracted from the Estimated Construction Costs for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable charges will not be applied to proven projects.

- Unproven/Indeterminate Projects: Projects defined as unproven or indeterminate, at Company's sole discretion, based upon the Applicant's (developers') track record will have a potentially refundable construction charge applied on a per dwelling basis to be paid by Applicant. In addition, the applicable standard Construction Allowance will be subtracted from the Estimated Construction Costs for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant.

C. RESIDENTIAL MULTI-FAMILY or RESIDENTIAL MOBILE HOME TRAILER PARKS:

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable construction charges may be applied at Company's discretion as dependent on the Applicant's credit history and project complexity and/or size. All mobile homes will be served natural gas at each mobile home position. Company will install all mains, services, regulators, meters, and termination valves for serving individual mobile home spaces in mobile home courts.

D. COMMERCIAL or INDUSTRIAL:

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable construction charges may be applied at Company's discretion as dependent on the Applicant's credit history and project complexity and/or size.

8. COMPLIANCE WITH RULES AND REGULATIONS

8.01 Failure to Comply

A. No agent of Company has power to modify, waive, or to bind Company by making any promise or representation not contained in the approved Rules of Company.

B. If the customer fails, neglects, or refuses to comply with these Rules, Company shall have the right to discontinue all its gas service to the customer and to remove its property from the customer's premises upon mailing notice to the address to which the monthly bills are sent.

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9. PROMOTIONAL PRACTICES

9.01 Fuel Cost Comparisons - Company assists customers and prospective customers in evaluating the optional energy to be used for any particular application.

9.02 Equipment Selection - Company provides customers and prospective customers with educational information on the latest technical improvements in natural gas equipment.

9.03 Energy Consulting - Company provides customers, prospective customers, suppliers or other interested parties with technical information.

9.04 Promotion of High Efficiency Natural Gas Appliances - Company provides the use of high efficiency natural gas appliances by making available educational material. Upon request, Company will supply to customers and prospective customers a cost comparison showing possible energy savings through the use of high efficiency equipment.

9.05 Educational Services - Company engages in an educational process to familiarize the communities we serve with the benefits of natural gas

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9.06 Residential Customer Purchase Plan

(a) This plan is available to residential customers who own and reside in one, two, three or four-family dwellings that are occupied on a year-round basis. These customers must meet uniform credit qualifications established by Company. Items that can be financed include:

(1) Gas cooling equipment.
(2) Gas heating equipment.
(3) Installation, wiring, piping and duct work pertaining to the above equipment. This includes the costs necessary to convert the house and appliances.
(4) Gas water heaters, ranges, dryers or other major appliances.
(5) Humidifier or electronic air cleaner when installed in conjunction with the above equipment.
(6) Extended warranties on the above equipment.

(b) Equipment financed must exceed the NAECA minimum-efficiency requirements in effect at the time of financing.

(c) The annual rate of interest will be two percent above the annual prime rate as quoted in The Wall Street Journal for the first business day in December. This annual rate of interest will apply to the following calendar years loan repayments. The annual interest rate can change each year for the term of the loan. The financing period will be established by Company and can range from six to one hundred and twenty months. The interest rate and financing terms will not exceed those allowed by Missouri law, nor be more favorable than those generally prevailing in the applicable retail markets. The monthly loan repayment amount will appear as a separate item on the customer's regular monthly Company utility bill.

(d) Financing will be made available directly to customers by Company. Dealers or persons who sell and install equipment for residential customers can make information regarding this purchase plan available to their customers and complete and forward necessary paperwork to Company.

(e) Financing in excess of $10,000 will be at the discretion of Company on a case-by-case basis. These customers must meet the same uniform credit qualifications established by Company for all other customers.

(f) Revenue and expenses associated with the operation of this plan shall be subject Commission review in all general rate proceedings.

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9.07 Experimental Low Income Program ("ELIP")

APPLICATION
This Experimental Low Income Program ("ELIP") is available for service billed under Schedule RS, Residential Service, to qualified natural gas space heating customers. The ELIP will provide participants with a fixed credit on their monthly bill ("ELIP Credit"). Customers participating in the ELIP program shall receive the credit during the months of November through March. This program was approved by the Missouri Public Service Commission in Case No. GR-2004-0072 and revised by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS
Qualified Customer – An Empire customer receiving service under Schedule RS whose annual income is verified, by Missouri Valley Community Action Agency ("MVCAA"), as no greater than 125 percent of the Federal Poverty Level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902 (2).

Applicant – A qualified customer who submits an ELIP application form for the ELIP credit.

Participant – An applicant who agrees to the terms of the ELIP and is designated as a qualified customer by MVCAA.

Program Funding – Annual funding for the Experimental Low Income Programs is based on the Unanimous Stipulation and Agreement in Case No. GR-2004-0072. A total of $25,000 will be funded by Company for the experimental rate discounts. The rate discounts will consist of two tiers of credits for Company's residential gas customers in the areas served by MVCAA with incomes in the range of 0% to 125% of the Federal Poverty Level.

Agency – The social services agency serving the Sedalia, Missouri service territory that qualifies and assists ELIP customers pursuant to agreement between Company and the Agency.

AVAILABILITY
Service under this rate schedule shall be available to qualified ELIP program participants in the Sedalia, Missouri service territory who satisfy the following eligibility requirements:

1. Participant must be a Company residential customer receiving service under the RS rate schedule, who has been weatherized in the past 3 years, or agrees to be weatherized, under the Federal Low Income Weatherization Assistance Program ("LIWAP") program
2. Participant's annual household income must be verified initially, and annually thereafter, as no more than 125 percent of the Federal Poverty Level.
3. For purposes of determining the level of the ELIP credit to be received, the participants will be categorized as follows:
    a. Group A – participants whose annual income has been verified as being from 0 to 50 percent of Federal Poverty Level.
    b. Group B – participants whose annual income has been verified as being from 51 to 125 percent of the Federal Poverty Level.

9.07 Experimental Low Income Program ("ELIP") (Continued)

4. Participants who have outstanding arrearages shall enter into special payment agreements through which the arrearages shall be paid monthly, in an amount mutually agreed upon by both the participants and Company, not to exceed $20/month. This payment agreement will be considered a deferred payment agreement for purposes of R-31-6.09 A.
5. Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that are later made public will not be associated with the participants name, street address or telephone number.
6. Any provision of the Company's Rules and Regulations applicable to the Company's residential customer will also apply to ELIP customers.

ENERGY ASSISTANCE

1. Participants who have not previously completed an application for a Low Income Home Energy Assistance Program ("LIHEAP") grant agree to apply for a LIHEAP grant when such grants become available. Company, through the Agencies, shall assist ELIP participants with completion of LIHEAP application forms when such assistance is required.
2. Applicants agree to apply for any other available energy assistance programs identified by the Company, including the LIWAP weatherization program administered by MVCAA.

CREDIT AMOUNT

Participants will receive the ELIP credit each month during the months of November to March, as long as the participant continues to meet the ELIP eligibility requirements.

Up to 120 participants shall receive the ELIP credit in the following amounts, not to exceed the participant's monthly utility bill:

Group A – $60 per month
Group B – $40 per month

DISCONTINUANCE AND REINSTATEMENT:

Company may discontinue a participant's ELIP credit for any of the following reasons:

1. If Company, through MVCAA, determines that the participant no longer meets the eligibility requirements set forth in this tariff.
2. If the participant submits a written request to Company asking that the ELIP be discontinued.
3. If the participant does not conform to Company's rules and regulations as approved by the Missouri Public Service Commission, and as a result, the participant has Schedule RS service discontinued by the Company.

Reinstatement of the ELIP credit following discontinuance in the above circumstances and after the participant again meets the eligibility requirements will be at the discretion of the Company.

9.07 Experimental Low Income Program ("ELIP") (Continued)

MISAPPLICATION OF THE ELIP CREDIT:
Providing incorrect or misleading information to obtain the ELIP credit shall constitute a misapplication of the ELIP credit. If this occurs, the Company may discontinue the ELIP credit and re-bill the account for the amount of all ELIP credits received by the participant. These funds shall be returned to the program for use by future participants. Failure to reimburse the Company for the misapplication of the ELIP credits may result in termination of customer's gas service pursuant to the Company's rules and regulations. However, nothing in this tariff shall be interpreted as limiting the Company's rights under any provisions of any applicable law or tariff.

OTHER CONDITIONS:
The ELIP program has been designed so that the Company neither profits from nor incurs losses as a result of offering this program. The Company will notify MVCAA of participants that become disqualified from the program. MVCAA will notify the Company of applicant qualification to the program by the 15th day of each month during the months of November through March. If a participant leaves the program, he/she must reapply for qualification through MVCAA, and MVCAA must notify the Company before credits will be issued to such participants. If a program participant moves to another premise in Sedalia, he/she will be considered disqualified from the program until MVCAA designates such customer as a qualified participant.

The Company will track the use of the program funds. If the $25,000 in program funding is expended in any calendar year for subsidy credits or program administration, Company will not be obligated to provide additional program funding. The costs of administering the program, including those costs charged by MVCAA, up to 3% of the annual funding, shall be paid from the program funds.

Participation may be limited so that the projected expenditures of the program should equal the projected revenue from the program funds. The program will not be limited to fewer than 50 participants in Group A and 50 participants in Group B. ELIP credits will not be prorated between monthly bills.

The Company will gather and maintain individual participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of this program, and will provide such data to the Missouri PSC Staff and Office of Public Counsel in May of each year or in response to data requests in the Company's next rate or complaint case. Any data collected by MVCAA on participant household characteristics, such as equipment saturations or efficiencies, occupancy, energy use patterns, and adoption of energy savings actions will be shared with the Company for internal evaluation purposes.

The Company shall make non-confidential data, as well as any and all internal and external program evaluations that are conducted, available to Missouri PSC Staff and Office of Public Counsel upon request.

Pursuant to a Stipulation and Agreement in Case No. GR-2004-0072, this program may be evaluated in the Company's next rate or complaint case.

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9.08 Low Income Weatherization Program

APPLICATION:

The Low-Income Weatherization Program (Program) is designed to provide energy education and weatherization assistance for lower income customers. This Program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by The Empire District Gas Company (Company). This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

ADMINISTRATION:

The program will be administered by the Community Action Agencies, also known in this tariff as Social Agencies, serving the Company's residential gas customers. The program will follow the guidelines of the Missouri Department of Natural Resources Low-Income Weatherization Program.

TERMS & CONDITIONS:

1. The program will offer grants for weatherization services to eligible customers. The program will be primarily directed to lower income customers.
2. The total amount of grants offered to a customer will be determined by the agreement between the Company and the Social Agencies. These funds will focus on measures that reduce natural gas usage
3. Program funds made available to the Social Agencies cannot be used for administrative costs except those incurred by the Social Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed 15% of the total expenditures for each participating household.
4. This Program will continue for three (3) years from the effective date of this tariff, unless otherwise ordered by the Commission.

EVALUATION:

An evaluation, consisting of an impact and a process evaluation, of the program will be conducted every third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The annual budget for this Program is $71,500.

If one of the Social Agencies is unable to place the total dollars allocated, the unspent funds may be reallocated among the remaining Social Agencies.

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FOR: All Communities and Rural Areas Receiving Natural Gas Service

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9.10 ENERGY STAR® Water Heater Program

APPLICATION:

The ENERGY STAR® Water Heater Program ("Program") is designed to assist customers reduce their natural gas use for water heating by providing incentives for high efficiency systems. Incentives will cover a portion of the incremental cost of the high efficiency, ENERGY STAR qualified system. This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS:

Administrator: The program will be administered by the Empire District Gas Co. ("Empire" or "Company").

Participant: An existing customer with an active account who is being served under any Residential or Small Commercial rate class, which includes builders, developers, and residential property owners, including landlords, who purchase and install a qualifying ENERGY STAR natural gas water heater. This program is not available to inactive and final bill accounts.

TERMS & CONDITIONS:

1. The program will offer incentives toward the purchase of ENERGY STAR natural gas water heaters to eligible customers.
2. Eligible customers are existing customers with active accounts who are served under any Residential or Small Commercial rate class who purchase and install a qualifying ENERGY STAR natural gas water heater within Empire's service territory. This includes builders, developers, and residential property owners.
3. Customers will be eligible for the following rebates:
   a. $75 for an ENERGY STAR rated natural gas tank water heater
   b. $200 for an ENERGY STAR rated natural gas tankless water heater
4. This Program will continue for three (3) years from the effective date of this tariff, unless otherwise ordered by the Commission.

EVALUATION:

An evaluation, consisting of an impact and a process evaluation, of the program will be conducted every third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The annual budget for this Program is $28,500.

Program funds are available on a first-come, first-serve basis for each program year.

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9.11 ENERGY STAR® Space Heating Program

APPLICATION:

The ENERGY STAR® Space Heating Program ("Program") is designed to assist customers reduce their natural gas use for space heating by providing incentives for high efficiency systems. Incentives will cover a portion of the incremental cost of the high efficiency, ENERGY STAR qualified system. This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS:

Administrator: The program will be administered by Empire District Gas Company ("Empire" or "Company").

Participant: An existing customer with an active account who is being served under any Residential or Small Commercial rate class, which includes builders, developers, and residential and commercial property owners who purchase and install a qualifying ENERGY STAR natural gas space heating system within Empire's service territory. This program is not available to inactive and final bill accounts.

TERMS & CONDITIONS:

1. The program will offer incentives toward the purchase of ENERGY STAR natural gas space heating systems to eligible customers.
2. Eligible customers are existing customers with active accounts who are served under any Residential or Small Commercial rate class who purchase and install a qualifying ENERGY STAR natural gas space heating system within Empire's service territory. This includes builders, developers, and residential and commercial property owners.
3. Customers will be eligible for the following rebates:
   a. $200 for an ENERGY STAR rated natural gas furnace;
   b. $200 for an ENERGY STAR rated natural gas boiler;
   c. $200 for an ENERGY STAR rated natural gas combined heating/water heating system;
   d. $25 for a programmable thermostat if purchased in conjunction with a qualifying space heating system.
4. This Program will continue for three (3) years from the effective date of this tariff, unless otherwise ordered by the Commission.

EVALUATION:

An evaluation, consisting of an impact and a process evaluation, of the program will be conducted every third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The annual budget for this Program is $51,750.

Program funds are available on a first-come, first-serve basis for each program year.

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9.12 Home Performance with ENERGY STAR® Program

APPLICATION:

The Home Performance with ENERGY STAR® Program ("HPwES") is designed to encourage and facilitate whole-house energy improvements to existing housing. Empire District Gas Company ("Empire" or "Company") will provide incentives to cover a portion of the cost of the required energy audit and for a portion of the total cost of installed insulation. This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS:

Administrator: The Program will be administered by the Company.

Assessment: An initial energy evaluation of the home conducted by an energy auditor approved by the national Home Performance with ENERGY STAR Program.

Consultant: Third party companies certified to perform the HPwES Assessment and provide a scope of work to the Customer detailing the recommended improvements.

Contractor: Third party companies certified to perform the HPwES Assessment, provide a scope of work to the Customer detailing the recommended improvements, and complete the implementation of the specified improvements.

HPwES: A national program from the U.S. Environmental Protection Agency ("EPA") and U.S. Department of Energy ("DOE") which offers a comprehensive, whole-house approach to improving energy efficiency and comfort at home, while helping to protect the environment. The Company is implementing the national program locally under the sponsorship of the Missouri Department of Natural Resources ("MDNR"). Additional information may be found at www.energystar.gov under Home Performance with ENERGY STAR.

Participant: An existing homeowner with an active account with the Company who is being served under any Residential rate class and who has an Assessment performed on the home and installs at least one of the insulation measures identified. This program is not available to inactive and final bill accounts.

TERMS & CONDITIONS:

1. The program will offer incentives toward the cost of the Assessment and the installation of insulation to eligible customers.
2. Eligible customers are existing homeowners with active accounts who are served under any Residential rate classes who have an Assessment performed on the home and install at least one of the insulation measures identified.
3. Customers will be eligible for the following rebates:
   a. $25 toward the cost of the Assessment;
   b. 50% of the total cost of insulation added as a result of the Assessment with a maximum rebate per customer of $400.
   c. Participants are also eligible to receive rebates under other applicable Empire ENERGY STAR programs.
4. This HPwES program will continue for three (3) years from the effective date of this tariff, unless otherwise ordered by the Commission.

9.12 Home Performance with ENERGY STAR® Program (Continued)

EVALUATION:

An evaluation, consisting of an impact and a process evaluation, of the HPwES program will be conducted every third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The annual budget for HPwES is $25,250.

Program funds are available on a first-come, first-serve basis for each program year.

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FOR: All Communities and Rural Areas Receiving Natural Gas Service

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9.13 Large Commercial Natural Gas Audit and Rebate Program

APPLICATION:

The Large Commercial Natural Gas Audit and Rebate ("Program") is a direct impact program for large commercial customers in the retrofit and new construction markets. Both prescriptive and custom rebates will be offered for the installation of natural gas energy efficiency improvements as will a reimbursement for the cost of an energy audit that was performed in support of any measure receiving a rebate. This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS:

Administrator: The program will be administered by Empire District Gas Company ("Empire" or "Company").

Participant: Any new or existing customer with an active account who is being served under any Large Commercial rate class and that elects to purchase energy auditing services and/or natural gas energy efficiency upgrades through the Program. This program is not available to inactive and final bill accounts.

Energy Audit Firm: Any vendor which provides commercial energy auditing services that has agreed to perform these services through the Program. The auditor must be a Certified Energy Manager, licensed Professional Engineer, or have equivalent experience.

Energy Audit Rebate: Rebate offered of up to 50% of the cost of the audit to customers implementing at least one of the audit recommendations that qualify for a rebate. The energy audit rebate offered will be up to 50% of the audit cost up to $275 per building under 25,000 square feet and up to $375 per building over 25,000 square feet. Customers with multiple buildings will be limited to three (3) buildings per year for audit rebates.

TERMS & CONDITIONS:

This Program will provide rebates to Participants that install, replace or retrofit qualifying natural gas savings measures including heating systems, boilers, commercial food service products, etc. Rebates are also available for energy audits. Terms of the rebate are:

1. Prescriptive Rebates for ENERGY STAR® air-forced furnaces, associated setback thermostat, certain commercial food service products, hot water space heating boilers, steam space heating boilers, gas-fired boiler tune-ups, vent dampers, and steam traps are available to Participants. A listing of the Prescriptive Rebates may be found on the Company's website, www.empiredistrict.com. If a measure is eligible for a Prescriptive Rebate, it is not eligible for a Custom Rebate. A customer may apply for the Prescriptive Rebate by accessing the application on the Company's website and forwarding said application to the designated location.
2. Custom Rebates will be individually determined and analyzed to ensure that the proposed measure passes the Societal Benefit/Cost Test at a test result of 1.0 or higher. Once it is determined that the proposed measure passes the above test, the rebate will be calculated as the lesser of (1) a buydown to a two year payback or (2) $5.50 per MCF saved during the first year. Customers may access the Custom Rebate application on the Company's website, www.empiredistrict.com.
3. A customer may submit multiple rebate applications for different measures. Each individual measure will be evaluated on its own merits. Similar measures that are proposed in different facilities or buildings will be evaluated separately.

9.13 Large Commercial Natural Gas Audit and Rebate Program (Continued)

4. Empire will offer Audit Rebates to Participants to cover up to fifty percent (50%) of the cost of the audit. To receive this rebate, the Participant must implement at least one of the audit recommendations that qualify for a rebate. The energy audit rebate will be set at 50% of the audit cost up to $275 for customers with facilities less than 25,000 square feet and up to $375 for customers with facilities over 25,000 square feet. Energy audits must be performed by a certified (CEM, licensed PE, or equivalent) commercial energy auditor. The audit reports must cover multiple aspects of energy use, including HVAC System Controls, HVAC System Efficiency and Operation, Building Envelope, and Commercial Cooking (where applicable). Customers with multiple buildings will be limited to three audit rebates.
5. The maximum amount per customer, including those with multiple facilities, is $3,000 in incentives for any program year.
6. This Program will continue for three (3) years from the effective date of this tariff, unless otherwise ordered by the Commission.

EVALUATION:

An evaluation, consisting of an impact and a process evaluation, of the program will be conducted every third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The annual budget for this Program is $40,000.

Projects that have been approved may be scheduled in the succeeding program year but not beyond the end of the third year of the program.

Program funds are available on a first-come, first-serve basis for each program year.

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THE EMPIRE DISTRICT GAS COMPANY
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FOR: All Communities and Rural Areas Receiving Natural Gas Service

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9.14 Building Operator Certification Program

APPLICATION:

This program is designed to encourage building operator certification through the Northwest Energy Efficiency Council's Building Operator Certification ("BOC" or "Program") curriculum. This curriculum consists of Level 1 and Level 2 programs which are geared toward the operators of institutional, commercial, and industrial facilities. The Empire District Gas Company ("Empire" or "Company") will, in collaboration with area electric utilities, the Missouri Department of Natural Resources ("MDNR"), and the Midwest Energy Efficiency Alliance ("MEEA"), offer this program to Company's commercial and industrial customers. This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS:

Administrator: The program will be administered by the MDNR.

Participant: Any existing customer with an active account who is being served under any commercial or industrial rate schedule. The individuals participating can be management or individuals responsible for the day-to-day operations of the participating customer's facility. This program is not available to inactive or final bill accounts.

TERMS & CONDITIONS:

The BOC Program is designed to provide training classes leading to the opportunity for building operator certification.

Company will reimburse MDNR or host utility for certain expenses associated with the certification classes and process.

Tuition costs associated with the Program will be reimbursed by Company in the amount of fifty percent (50%) of registration cost per certification level and will be paid to the sponsor or individual paying the tuition after certification has been obtained. Qualified Building Operators will receive the reimbursement when a completed reimbursement request is submitted to Company and certification has been obtained. The reimbursement request is available by contacting the Company's Planning and Regulatory Department.

AVAILABILITY:

The certification courses funded by this Program will be available through MDNR for any Building Operator or manager responsible for the operations of at least one Missouri commercial or industrial facility receiving gas service from Company. This facility must be receiving service from Company under either a sales or transportation rate schedule.

EVALUATION:

A survey evaluation of the Program will be conducted every third program year.

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FOR: All Communities and Rural Areas Receiving Natural Gas Service

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9.14 Building Operator Certification Program (Continued)

PROGRAM FUNDING:

The annual budget for this Program is $4,775.

Certification schedules that carry-over into the next year will be paid.

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10. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED

Section	Type of Charge	Amount of Charge
2.04 (G)	Security Deposits	
	New Customer	One-sixth of annual billing
	Standard	Two times highest billing
2.07 (A)	Reconnect Charge	
	Normal Business Hours	$40.00
	After Normal Hours	$100.00, may be paid over two months
2.07 (B)	Connection Charge	
	After Normal Hours	$50.00
2.07 (C)	Collection Charge	$41.00
2.07 (D)	Reconnection Charge within 12 months of service termination	Greater of the sum of minimum monthly charges or the Reconnection Charge in 2.07A
2.07 (F)	Disconnection Charge	$40.00
2.08	Charge for Returned Checks	$20.00
2.09	Excess Flow Valves	$45.00
	New service	Actual cost, not to exceed $900
	Post installation activities	Actual costs
4.02 (B)	Meter Tampering	All associated costs
5.03	Meter Testing Requests	$65.00 (if meter is accurate)
5.04	Billing Adjustments	Varies by type and period to be adjusted depending upon revenue class
6.04 (C)	Special Meter Reading Appointments	
	Other Than Normal Read Date	$5.00
	Outside of Normal Business Hours	$10.00
6.09	Late Payment Charge	One-half percent (0.50%) of unpaid bill.

10. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED (Continued)

7.04 7.08	Construction charges for extension of gas facilities, extension upgrades, facility relocations, or excess facilities	Construction charges are specified in Company's Facilities Extension Agreement.
7.10	Charges for extension requests	Residential single family or small general service: no charge for: 150 feet of service line and or feet of main per Applicant, one meter not to exceed 399 cfh at ½ inch differential, one standard regulator and meter bar assembly; construction charges for additional facilities as per the Facilities Extension Agreement. Non-residential extension requests: Proven projects: Estimated construction costs less the standard construction allowance. Unproven/Indeterminate projects: Company has discretion to charge a Construction Charge. Estimated construction costs less the standard construction allowance. Residential multi-family or mobile home parks: Estimated construction costs less the standard construction allowance. Commercial or industrial extension requests: Estimated construction costs less the standard construction allowance.