GENERAL RULES AND REGULATIONS
FOR GAS SERVICE
CREDIT REGULATIONS

SECTION 8

8.01 ESTABLISHMENT OF CREDIT: Company will consider a Customer as having established satisfactory credit if:

8.01A Customer owns a significant interest in the premises to be served or other real estate within the territory served by Company, unless the Customer has an unsatisfactory credit rating; or

8.01B Customer demonstrates a satisfactory credit rating by appropriate means, including, but not limited to, bank references or references of other businesses where credit has been established or the names of references who may be quickly and inexpensively contacted by Company; or

8.01C Customer has been a previous Customer of Company for a similar type of service within a period of 24 consecutive months preceding the date of application, and during the last 12 consecutive months of that prior service has had no more than two occasions on which a bill was paid within 30 days after it became due, provided, however, that the periodic bill for such previous service was equal to at least 50% of that established for the new service, and provided, further, that the credit of the applicant is unimpaired, or

8.01D Customer furnishes a satisfactory guarantor to secure payment of bills for the service requested of a specified amount not to exceed the amount of the cash deposit described in Section 9 of these General Rules and Regulations; or

8.01E Customer makes a cash deposit to secure payment of bills for service pursuant to Section 9 of these General Rules and Regulations.

8.01E(1) The establishment of credit under the provisions of this paragraph, or the re-establishment of credit under the provisions of Paragraph 8.03 of these General Rules and Regulations, shall not relieve Customer from compliance with the regulations of Company relative to advance payments and prompt payment of bills and shall not constitute a waiver or modification of the practices of Company in regard to the discontinuance of service for non-payment of bills due for service furnished.

GENERAL RULES AND REGULATIONS
FOR GAS SERVICE
CREDIT RELATIONS

8.02 PRIOR INDEBTEDNESS OF CUSTOMER: Company shall not be required to commence supplying gas service to a Customer if, at the time of application, such Customer, or customer's spouse (unless they are parties to a pending divorce) is indebted to Company for that same class of gas service previously supplied at any premises, until payment of such indebtedness shall have been made or a reasonable payment arrangement has been accepted by Customer. T T T T

8.02A In the case of a customer who has been disconnected or for whom credit action is pending, service will not be reconnected if the customer or any other person liable for payment of the delinquent bill(s) for gas service at the premises continues to occupy the premises, unless arrangements are made to pay for the unpaid gas service at the premises. T T T T

8.03 RE-ESTABLISHMENT AND MAINTENANCE OF CREDIT: A Customer applying for service who previously has been a Customer of the Company and whose service has been discontinued by Company during the last 12 months of that prior service because of nonpayment of bills, may be required to reestablish credit in accordance with Paragraph 8.01 of these General Rules and Regulations. T

8.03A A Customer who fails to pay bills within 30 days after they have become due and who further fails to pay such bills within 12 days after presentation of the "Disconnection of Service Notice" for non-payment of bills, regardless of whether or not service was discontinued for such non-payment, will be required to pay such bills and reestablish credit by depositing the amount prescribed in Section 9 of these General Rules and Regulations. T

8.03B Customer also may be required to reestablish credit in case the conditions of service or basis on which credit was originally established have changed materially.

8.03C Customer is considered to have maintained credit when payment has been made each billing period prior to the bill having become delinquent. Customer's credit rating will not be affected by the forgiveness of one late payment each year.

8.04 UNCOLLECTED ACCOUNTS: Company will maintain a list of all accounts unpaid by Customers who have previously obtained gas service from Company. Prior to the reconnection of any such Customer who owes the Company for any past gas service, Customer shall make a deposit with Company in accordance with Section 9 of these General Rules and Regulations.

8.05 PAYMENT AGREEMENT:

8.05A Availability--Customer.

8.05A(1) When a residential customer cannot pay in full a delinquent bill for utility service and will be disconnected, the Company shall offer the customer an opportunity to enter into a reasonable agreement to pay that bill unless the customer is in default on a payment agreement. [199--19.4(10)] C

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8.05B Reasonableness. Whether a payment agreement is reasonable will be determined by considering the current household income, ability to pay, payment history including prior defaults on similar agreements, the size of the bill, the amount of time and the reasons why the bill has been outstanding, and any special circumstances creating extreme hardships within the household. The Company may require the person to confirm financial difficulty with an acknowledgment from the Department of Human Services or another agency. [199--19.4(10)] C

8.05C First Payment Agreement. The agreement may require the customer to bring the C
account to a current status by entering into a level payment plan. The Company shall offer D,C
customers who have received a disconnection notice or have been disconnected 120 days D,C
or less and who are not in default of a payment agreement the option of spreading C
payments evenly over at least 12 months by paying specific amounts at scheduled times. C
The Company shall offer customers who have been disconnected more than 120 days C
and who are not in default of a payment agreement the option of spreading payments C
evenly over at least 6 months by paying specific amounts as scheduled times. [199--19.4(10)] D,C

8.05 PAYMENT AGREEMENT:

8.05C(1) The agreement shall also include provision for payment of the current account. The agreement negotiations and periodic payment terms shall comply with tariff provisions, which are consistent with these rules. When the customer makes the agreement in person, a signed copy of the agreement shall be provided to the customer, disconnected customer or potential customer. The Company may offer the customer the option of making the agreement over the telephone or through electronic transmission. When the customer makes the agreement over the telephone or through electronic transmission, the Company will render to the customer a written document reflecting the terms and conditions of the agreement within three days of the date the parties entered into the oral agreement. The document will be considered rendered to the customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the document shall be considered rendered to the customer when delivered to the last-known address of the person responsible for payment for the service. The document shall state that unless the customer notifies the Company within ten days from the date the document is rendered, it will be deemed that the customer accepts the terms as reflected in the written document. The document stating the terms and agreements shall include the address and a toll-free number where a qualified representative can be reached. By making the first payment, the customer confirms acceptance of the terms of the oral agreement. Each customer entering into a first payment agreement shall be granted at least one late payment that is made four days or less beyond the due date for payment and the first payment agreement shall remain in effect. [199--19.4(10)]

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8.05C(2) Second Agreement: The Company shall offer a second payment agreement to a customer who is in default of a first payment agreement if the customer has made at least two consecutive full payments under the first payment agreement. The second payment agreement shall be for the same term as or longer than the first payment agreement. The customer shall be required to pay for current service in addition to the monthly payments under the second payment agreement and may be required to make the first payment up-front as a condition of entering into the second payment agreement. The Company may also require the customer to enter into a level payment plan to pay the current bill. The Company may offer additional agreements to the customer. [199--19.4(10)]

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8.05D Refusal by Utility. If the Company intends to refuse a payment agreement offered by a customer, it must provide a written refusal to the customer, stating the reason for the refusal, within three days of the oral notification. The written refusal shall be considered rendered to the customer when addressed to the customer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the written refusal shall be considered rendered to the customer when handed to the customer or when delivered to the last-known address of the person responsible for the payment for the service. A customer may ask the Board for assistance in working out a reasonable payment agreement. The request for assistance must be made to the Board within 10 days after the rendering of the written refusal. During the review of this request, the Company shall not disconnect the service. [199--19.4(10)]

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