

3. **REFUSAL TO SERVE CUSTOMERS**

(a) The Company may decline to serve a customer or prospective customer until customer has complied with the State and Municipal regulations governing the service applied for and the reasonable rules and regulations of the utility.

(b) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgment, it does not have adequate facilities to render the service applied for or if the desired service is of a character that is likely to affect unfavorably the service to other customers.

(c) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given.

(d) The Company may decline to serve any applicant who is indebted to the Company; provided, however, that in the event the indebtedness of the applicant for service is in dispute, applicant shall be served upon complying with the deposit requirement, and in addition thereto, making a special deposit in an amount equal to the net balance in dispute. Upon settlement of a disputed account, the balance, if any, due the applicant shall be promptly repaid, together with interest thereon from the date of the deposit until repaid at the rate of five per cent (5%) per annum, or as may be otherwise prescribed by law or order of the Commission.

(e) The Company shall also have the right to refuse service or to discontinue the supply of gas to a customer at a location until payment shall be made of delinquent bills for the customer at other premises.

4. **DISCONTINUANCE OF SERVICE**

(a) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons: (1) for tests or repairs; (2) for non-payment of bills when due, after required notice has been given; (3) failure of customer to provide reasonable access to the meter; (4) for incorrect representation of facts in application for service; (5) for failure to make or increase the cash deposit when required by the Company; (6) for reselling gas; (7) for placing or permitting the placing of any by-pass around any meter or service line; or for tampering; or permitting tampering with same; (8) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas; (9) for failure to comply with the Standard Terms and Conditions of the Company; (10) failure to pay the applicable connect charge; (11) on order of municipal authorities having jurisdiction; (12) when checks received from customer for amounts past due or for the required deposit are not honored when presented to the bank for payment. The Company shall also have the right to discontinue the supply of gas at any time to a customer at one location until payment can be made of delinquent bills for gas furnished to the same customer at any other location.

(b) The Company shall not discontinue service to any customer for violation of its rules or regulations nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days' written notice shall have been given to the customer by the Company in the manner provided for in Paragraph 4 (d) or for fraudulent, careless, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises.

(c) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that the Company's right to disconnect within the next business day shall not be affected if the customer pays at an authorized payment center and has not notified the Company of such payment or otherwise provided a receipt.

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Whenever the Company dispatches an employee to the premises of any customer for the purpose of disconnecting service for non-payment, and the payment of such account is made to such employee without actually disconnecting or turning off of service, a fee of twenty dollars (\$20.00) shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the Company, if the customer desired the service to be reconnected within thirty (30) days after the date of disconnection, the Company shall require the customer to pay a reconnection charge of thirty-one dollars (\$31.00). A twenty dollar (\$20.00) charge or the maximum as may otherwise be prescribed by law or order of the Commission may be added to an account and collected to recover costs for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit.

(d) Notice of delinquencies and notices of discontinuance of service shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address.

(e) The Company shall not be liable for damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangements satisfactory to the Company for the continuance of service on account of sickness or other causes shall be made by the customer prior to the expiration of the notice period.

(f) When, at customer's request, the Company changes the location at which service is rendered, the gas consumed at the new and old locations, for the purpose of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account.

(g) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due.

5. **CUSTOMER DEPOSITS**

(a) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated maximum monthly bills when payment is due after the service is rendered. The Company shall pay interest on the deposit at the rate of five per cent (5%) per annum or as may be otherwise prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Standard Terms and Conditions and the account shall become inactive. Interest will not accrue on deposits when they become inactive. The Company shall pay interest on deposits either upon return of the deposit or upon request of the customer, however, the Company shall not be required to make more than one interest payment in any twelve month period.

(b) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its effort to return such deposit.

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