

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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