

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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(c) A new or additional deposit may be required upon reasonable written notice of the need for such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or where a customer's credit standing is not satisfactory to the Company. The service of any customer who fails to comply with these requirements may be disconnected upon five (5) days' written notice.

(d) All applicants for residential service who are sixty-five (65) years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the Company or with another gas utility company which accrued within the last two years. No deposit shall be required of the applicant under these conditions.

(e) When a residential customer has paid bills for service for twelve (12) consecutive bills without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent and when the customer is not delinquent in the payment of the current bills, the Company shall automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to the customer's account.

(f) All charges authorized under these Standard Terms and Conditions shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges shall be followed. Upon final discontinuance of service such charges may be applied against refunds, if any, due on the customer's deposits.

6. **BILLING**

(a) Gas supplied will be charged for from the time of turn-on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when the customer's responsibility for the payment for gas at a premises ceases shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by the Company. Final gas bills are due and payable upon presentation when gas service is discontinued.

(b) The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in customer's pipes, apparatus, or otherwise and shall be bound by the true reading of the meter, provided it is in good repair and working order.

(c) The contract for gas service shall, at the option of the Company, cease and terminate and the bills for gas previously delivered immediately become due and payable without further notice in case a landlord's warrant or any writ of execution is issued against the customer or levied against the premises or any property thereon, or in case an assignment or any act of bankruptcy is made or committed by the customer.

(d) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where the meter reading indicates no consumption, and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more, and the meter reading indicates no consumption, the applicable monthly minimum will be charged.

(2) Where the meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meters will be read to the nearest hundred cubic feet and bills computed on this basis.