

All Classes of Service

In case experience demonstrates that the outstanding deposit is larger or smaller than the maximum bill for a 60-day period, either the customer or the Company may require an adjustment of the deposit.

The deposit will bear simple interest at rates prescribed by the Commission as applicable throughout the period that it is retained by the Company and service is rendered to the customer providing such period exceeds 30 days.

When service is terminated, any balance of the amount deposited, plus accrued interest thereon remaining after deduction of all sums due the Company, will be returned to the customer.

For purposes of this Section, an account is delinquent whenever it has an unpaid prior month charge for gas carried forward to the next month's bill.

4. PAYMENTS

- a. The Company shall endeavor to have each customer's meter or meters read no less frequently than every other month (bimonthly) to determine the actual consumption of gas. Where meters are read bimonthly, gas consumption for the interim month, i.e. the month not scheduled for reading, will be estimated based on the prior consumption pattern when available and adjusted when gas is used for heating for variations in temperatures on a degree day basis. In the event the Company, due to circumstances beyond its control, is unable to obtain a reading on the scheduled meter reading date, the Company may, by appropriate means, request the customer to furnish the meter reading by calling the Company with the read by no later than 12:00pm of the day that the customer requires termination of service. If the Company does not receive such a reading furnished by the customer within 48 hours (excluding nonworking days) after the scheduled reading date, the Company will estimate the customer's gas consumption for that billing period in the same manner described above for the interim month estimations. Any difference between the estimated consumption and the actual consumption will be adjusted automatically through subsequent meter readings.
- b. The customer is required to provide a minimum of three working days prior notice to the Company for service initiation or service termination. The Company may waive the three working day notice requirement if sufficient staff is available to perform the work.
- c. The Company shall render a bill to each customer within a reasonable time after the monthly consumption has been determined in a manner outlined in the preceding paragraph. Where it has been necessary to estimate the customer's consumption, the words "Estimated Bill" shall be printed on the bill. In cases where arrearages are caused by underestimations, the Company will allow at least the same length period during which a bill was estimated for making up such arrearages.
- d. Bills covering periods of 28 to 35 days inclusive shall be computed at monthly rates. The customer charge when applicable to billings for periods covering other than 28 through 35 days shall be computed as follows: for 56 through 70 days, 84 through 105 days and 112 through 140 days, the customer charge shall be multiplied by 2, 3 or 4 respectively; for all other periods, the multiplier shall be the number of days in the period divided by 30. For initial and final bills, the customer charge shall be computed in the same manner as for regular bills.
- e. Customer payments shall be applied to any outstanding balance in the following order: (i) first to the arrears for utility regulated charges, oldest item first; (ii) then to the arrears for non-regulated charges such as energy supplier charges; (iii) then to the current utility regulated charges; and (iv) finally to the current non-regulated charges. Deferred payment balances related to the underestimation of bills shall not be considered arrears so long as the customer complies with the terms of the deferred payment arrangement with the Company.

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Adrian Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (continued)

The Company will endeavor to process payments in the following manner:

"Day of payment" is defined as the date on which a customer's payment is marked received by the utility to the customer's account.

Generally, payments are considered received on the business day they are received if: (1) the payment is received at the payment lockbox in time for same-day processing, and (2) accompanied by an utility bill payment remittance coupon. Payment posting timelines vary by payment method. For the purpose of electronic payments and walk-in payments, a "business day" is defined as the 24 hour period ending at 3:00 p.m. on each Tuesday through Friday. The period between 3:01 p.m. Friday and 3:00 p.m. Monday is defined as the Monday business day.

MAILED IN PAYMENTS

For payments mailed to the utility's published lockbox mailing address, payment processing is batched into two groups: Standard mail payments and Non-Standard mail payments.

"Standard mail payments" are customer payments mailed to the utility's published lockbox address that include the utility bill payment remittance coupon and a check or money order payable to the utility. Standard mail payments received by 7:00 a.m. shall be posted to the customer's account on the day received. Those received after 7:00 a.m. will be credited as expeditiously as possible, and no later than the next business day after the payment is received.

"Non-standard mail payments" are customer payments mailed to the utility's published lockbox address and require special handling. Examples include: payments with multiple checks, multiple coupons, checks without a coupon, or a single check with multiple coupons that do not balance to the amount of the check. Non-standard mail payments shall be posted to the customer's account no later than the second business day after the day the payment is received. This includes payments a customer may initiate electronically through their bank or an independent payment processor, if the bank or processor then remits a check to the utility.

Payments delivered to other company offices, or payments without adequate information to identify the account to which the payment belongs, will be credited to the customer's account as expeditiously as possible.

ELECTRONIC PAYMENTS

Payments received through electronic banking file transmissions, through the automated payment program, or through the Company's Web site or telephone or billing systems, will be credited on the same business day as the payment file is received.

IN-PERSON PAYMENTS

Payments received by the utility at its walk-in offices on any business day will be credited no later than the next business day. Payments delivered to unattended drop boxes before 8:00 a.m. will be credited as expeditiously as possible, and no later than the second business day after drop-off.

- f. A budget program is available to any customer who requests level payment billing. The utility will inform any customer who inquires of this option and explain how the monthly payments are calculated. Under provisions of the plan, application for this service can be made at any time; however, Customers may not participate until all charges are paid and the Company has reviewed the Customer's payment and meter reading history. Under this plan, the amount billed each month shall approximate one-twelfth of the total estimated annual usage based on normal weather conditions and projected rates. The Company shall read the Customer's meter as usual and show actual gas usage and payments to date on each monthly bill.

Pursuant to Order No. 13858 issued January 24, 2006, for the months of February and March 2006, customers will be allowed to enroll in the Budget Payment Plan if they are no more than two months in arrears, as long as the arrearage is paid through a deferred payment agreement not to exceed four months. Late payment charges and credit actions, including shut-off notices, will be suspended as long as the customer honors the terms of their agreement. By Commission Order No. 13858, the Company's interim measures apply only during the 2005-2006 winter heating season and shall expire on March 31, 2006. In addition, Order No. 13858 provides that as of April 1, 2006, the Company's approved tariff in effect prior to the Order shall apply to all customers without further notice.

Prior to implementation of the Plan, the Utility shall provide the customer with the following in writing or electronically:

1. An acknowledgement that the customer will be in the plan effective the next billing period.
2. The customer's projected use on an annual basis and an explanation of how the equal monthly payment has been calculated.

At the end of each plan year, the twelfth monthly bill shall reflect the last budget installment adjusted for any difference between actual and budgeted usage. Over-payments will be credited to the Customer's account or refunded at the Customer's request. Underpayments will be due with the twelfth monthly bill, however, the Company shall place the underpayment on a three month deferral payment plan at the Customer's request.

The utility shall perform a periodic analysis of the customer's plan and notify the customer if actual usage or costs vary significantly from that upon which the plan was based and give the customer an opportunity for revision of the plan. A customer shall be removed from the plan upon request, at any time or for failure to make a payment. Once removed from the plan, the Customer shall be billed based on current meter readings. When payments are received by the Company which pay the account in full and upon request of the Customer, the account shall be returned to billing under the Budget Plan.

5. METERING

- a. The customer shall provide a suitable location satisfactory to the Company for its metering equipment. This location shall be convenient and accessible at all reasonable times to the Company's meter readers, other employees and agents. This location shall conform with all local, State and Federal requirements and with the rules of the National Fire Protection Association.
- b. The representatives of the Company shall be given access to the premises of the customer at all reasonable hours for obtaining meter readings, for shutting off the flow of gas for reasons herein prescribed, for inspection of piping and appliances, and for inspecting, removing, repairing, protecting, or preventing or terminating any illegal use of the property of the Company installed on the premises. Access shall be granted at all times for emergency purposes.
- c. The Company may shut off service to the meter if a customer refuses reasonable requests for access to the meter or other equipment after the Company has sent at least three notices requesting access, and alerts the customer that service may be shut off. If the service is shut off, the Company reserves the right to charge a service restoration charge equal to the restoration charge in Appendix A that applies for discontinuance of service. Termination of service may be avoided if the customer allows the Company to access the meter and to perform the necessary maintenance. If the meter must be moved due to the customer's affirmative denial of access to the meter, the customer shall bear the cost of relocating the meter.
- d. The customer shall be liable to the Company for damages to or loss of meters, connections, or other Company property on the premises served due to negligence or want of care on the part of the customer, members of his household, his agents, his employers, his tenants, or occupants of the premises.
- e. In accordance with Section 15, RELOCATION OR ALTERATION OF COMPANY-OWNED FACILITIES, the costs associated with moving an existing meter either requested or necessitated by any action of the customer, or owner of the property if the customer is a lessee, shall be borne by the customer. In the event the customer requests an estimate for the cost of relocating an existing meter, the Company shall provide an estimate range of such costs based on actual data for a previous twelve-month period, and also the option for a customer-specific estimate at the cost depicted in Appendix A which shall be billed to the customer. If the customer's meter relocation is performed, they will be billed for such work and the cost of the customer-specific estimate shall not be included therein. Further, estimates for this work provided by the Company shall remain valid for six months after being provided by the Company.
- f. See Section 1, b(7) for Measurement Base.

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Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition