

General Terms and Conditions for Gas Service

6. Customer's Service Obligations

6.01 Customer's Appliances and Piping

6.01.01 **Customer's Piping:** The term "customer's piping" is used to designate all piping, fixtures, valves, appliances and apparatus of any kind or nature on customer's side of the point of delivery. All piping shall be installed and maintained by customer at customer's expense in conformity with these General Terms and Conditions, Orders and Rules and Regulations prescribed by the Commission and state and local governmental standards and/or requirements. Where Company's rate schedules provide for different classes of service, customer's piping, at customer's expense, shall be so arranged that each class of service can be metered separately. If customer's piping cannot be so arranged, Company shall reserve the right to assign rate schedules and priority to customer's total requirement.

6.01.02 **Multi-Metering Installations:** Where building or premises are occupied by more than one customer, Company will set as many meters as there are separate applications for service. Customer piping shall be so arranged as to permit the installation of Company's meters adjacent to each other and shall not be interconnected. Customer piping shall be clearly and permanently marked to indicate the particular customer supplied by it.

6.02 Standards and Approvals of Customer's Facilities

6.02.01 **Compliance with Safety Requirements:** All piping, appliances and appurtenances installed by customer shall be of types certified by the American Gas Association and/or listed by the Underwriters Laboratories. These installations shall also meet the standards of the National Fire Protection Association and shall comply with federal, state and municipal codes insofar as they apply and all reasonable requirements of Company, and shall be maintained by customer in a good, safe and serviceable condition.

6.02.02 **Inspection and Testing of Customer's Facilities:** Prior to the original connection of service to any specific location, customer's piping, appliances and appurtenances shall be inspected and approved by a city inspector or other such authorized person for the proper receipt and use of utility service. If a certificate of approval is required by local authorities, it shall be obtained by customer at customer's expense. In the absence of an authorized person representing a governmental agency, the facilities will be inspected by a representative of Company. Such Company inspection shall not impose on Company any responsibility or liability for the safe condition of the facilities. After the commencement of service, Company will not be obligated to inspect

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No supplement or separate understanding shall modify the tariff as shown herein.

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customer's facilities, although at its discretion, Company shall have the right to inspect and test customer's facilities for suspected unsafe conditions at any time.

6.03 **Defective Customer Equipment:** In any case where Company discovers that a dangerous condition exists with regard to customer's appliances, equipment, or piping, it may, without advance notice, shut off the service and immediately notify customer. Service shall not be resumed until such dangerous condition has been eliminated. If customer is aware that gas is escaping from any equipment or pipe in or about customer's premises, or in case of interruption of service, customer shall notify Company at once.

6.04 **Company Equipment on Customer's Premises**

6.04.01 **Facilities on Customer's Premises:** If required, customer shall furnish, without cost to Company, right-of-way for mains or other facilities necessary to serve customer. Where customer is not owner of the premises to be served, written consent of the owner shall be furnished to Company.

6.04.02 **Protection of Equipment on Customer's Premises:** All facilities owned and installed by Company at its own expense are the property of Company. If the meter or other equipment belonging to Company are damaged or destroyed due to negligence or misuse by customer or by any member of customer's family, or by an agent, or employee or other representative of customer, then the cost of necessary repairs and/or replacements shall be paid by customer.

6.05 **Company's Access to Customer's Premises:** Company's representatives shall have free access to customer's premises for the purpose of reading the meter or inspecting the metering equipment and all other equipment relating to Company's service or for making necessary repairs or tests to its equipment, or for removing its meter and equipment.

6.06 **Tampering with and Care of Company's Property:** No one other than a Company representative or other person authorized by Company shall be permitted to repair or remove Company's meter or facilities, or any of the property of Company on or about customer's premises.

Any unauthorized person tampering with Company's meter or facilities is in violation of this restriction and such tampering shall be considered cause for immediate discontinuance of service by Company. Any seals placed by Company on meters or regulators shall not be broken or disturbed by anyone other than authorized representatives of Company.

6.07 **Charges for Work Done on Customer's Premises by Company:** Except as provided in Subsection 6.02.02 Inspection and Testing of Customer's Facilities, Company shall

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charge for all materials furnished and for all work done on a customer's premises beyond the point of delivery except in cases where gas odor or a suspected unsafe condition is being investigated. The charges shall apply for trouble calls not occasioned by negligence on the part of Company, for repair of appliances, and any other work or service requested and authorized by the customer. Company shall not charge for replacement or repair of equipment furnished and owned by Company on the customer's premises except when repairs or replacements are caused by negligence or misuse by the customer or the customer's agents.

Except as provided in Section 7.02 Equipment Furnished by Company, Company may charge for upgrades necessitated by a change in service requirements of customer or any other work requested and authorized by customer.

These charges shall be based upon Company's existing schedule of charges.

- 6.08 **Notice to Company to Discontinue Service:** Any contract made for service shall continue in full force and effect during its term. Service shall be discontinued by a customer in accordance with the terms of the contract. If no terms are specified, the customer may discontinue service upon giving a two day notice to Company. In case no such notice is given to Company, the terminating customer shall be responsible for all service supplied until such notice is given to Company. In the case of rental property, the owner may contract in writing for service to be continued automatically in owner's name, with full responsibility for payment of all service thereafter delivered, when service is terminated at the request of any tenant.
- 6.09 **Request for Investigation of Unsatisfactory Service:** If a customer feels that service is not adequate and sufficient, Company should be advised in writing of the nature of the complaint in order that a proper investigation may be made.

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