



**SECTION NO. 3**  
**ESTABLISHMENT OF SERVICE**

A. Information from New Applicants

1. The Company may obtain the following minimum information from each new application for service:
  - a. Name or names of Applicant(s);
  - b. Service address or location and telephone number;
  - c. Billing address or location and telephone number, if different than service address;
  - d. Social Security Number or Driver's License number and date of birth to be consistent with verifiable information on legal identification;
  - e. Address where service was provided previously;
  - f. Date Applicant will be ready for service;
  - g. Statement of whether premises have been supplied with gas service previously;
  - h. Purpose for which service is to be used;
  - i. Statement of whether Applicant is owner or tenant of or agent for, the premises;
  - j. Information concerning the gas usage and demand requirements of the Customer; and
  - k. Type and kind of life-support equipment, if any, used by the Customer.
2. Where service is requested by two (2) or more individuals, the Company will have the right to collect the full amount owed to the Company from any one of the Applicants.
3. Where an occupant of the premises who owes a debt to the Company, but is not the Applicant or the Customer, the occupant will also be jointly and severally liable for the bills rendered to the premises.
4. An Applicant for gas service to new construction or a new extension will complete the following Company form:
  - a. New Service Application Form  

The Customer is responsible for completing and returning the Application form. Failure on the part of the Customer to provide a completed form will be grounds for the Company to delay or refuse service. For the purpose of this Rule, the definition of new construction/extension is where there is a need to run a new service line or install new gas facilities to a property that has never had prior natural gas service.



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**B. Deposits**

1. The Company may require from any present or prospective Customer a security deposit to guarantee payment of all bills. This deposit may be retained by the Company until service is discontinued and all bills have been paid; except as provided in Subsection B.3 below. Upon proper application by the Customer, the Company will then return said deposit, together with any unpaid interest accrued thereon from the date of commencement of service or the date of making the deposit, whichever is later. The Company will be entitled to apply said deposit together with any unpaid interest accrued thereon, to any indebtedness for the same class of service owed to the Company for gas service furnished to the Customer making the deposit. When said deposit has been applied to any such indebtedness, the Customer's gas service may be discontinued until all such indebtedness of the Customer is paid and a like deposit is again made with the Company by the Customer. No interest will accrue on any deposit after discontinuance of the service to which the deposit relates.

The Company will not require a deposit from a new Applicant for residential service if the Applicant is able to meet any of the following requirements:

- a. The Applicant has had service of a comparable nature with the Company within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months of service, or was not disconnected for nonpayment; or
  - b. The Applicant can produce a letter of credit or verification from a gas or electric utility where service of a comparable nature was last received by Applicant, which states Applicant had a timely payment history at time of service discontinuation; or
  - c. Instead of a deposit, the Company receives deposit guarantee notification from a social or governmental agency acceptable to the Company. A surety bond may be provided as security for the Company in an amount equal to the required deposit.
2. Cash deposits held by the Company twelve (12) months or longer will earn interest at the established one-year Treasury Constant Maturities rate, effective on the first business day of each year, as published in the Federal Reserve website.
  3. Residential Customers – The Company may require Customer to establish or reestablish a deposit if the Customer becomes delinquent in the payment of two (2) or more bills or has been disconnected from service during the last twelve (12) months.

Deposits or other instruments of credit will automatically expire or be refunded or credited to the Customer's account, after twelve (12) consecutive months of service following full payment of deposit during which time the Customer has not been delinquent two (2) times or has not been disconnected for non-payment, unless the Customer has filed bankruptcy in the last twelve (12) months.

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4. Non-Residential Customers – The Company may require a non-residential Customer to establish or reestablish a deposit if the Customer becomes delinquent in the payment of two (2) or more bills, or if the Customer has been disconnected for non-payment during the last twelve (12) months, or when the Customer’s financial condition may jeopardize the payment of their bill.

Deposits and non-cash deposits on file with the Company will be reviewed after twenty-four (24) consecutive months of service and will be returned provided the Customer has not been delinquent two (2) times or disconnected for non-payment in the most recent twelve (12) month period, unless the Customer’s financial condition warrants extension of the deposit.

5. The Company may review the Customer’s usage after service has been connected and adjust the deposit amount based upon the Customer’s actual usage.
6. A separate deposit may be required for each meter installed.
7. Residential Customer deposits will not exceed two (2) times that Customer’s estimated average monthly bill. Non-residential Customer deposits will not exceed two and one-half (2.5) times that Customer’s maximum estimated monthly bill. If actual usage history is available, then that usage, adjusted for normal weather, will be the basis for the estimate.
8. The posting of a deposit will not preclude the Company from terminating service when the termination is due to the Customer’s failure to perform any obligation under the agreement for service or any of these Rules and Regulations.

C. Grounds for Refusal of Service

The Company may refuse to establish service if any of the following conditions exist:

1. When the Applicant or affiliate of the Applicant with common ownership has an outstanding amount due for the same class of gas service with the Company and the Applicant is unwilling to make arrangements with the Company for payment, in such cases, the Company will be entitled to transfer the balance due or credit owed on the terminated service to any other active account of the Customer for the same class of service. The failure of the Customer to pay the active account will result in the suspension or termination of service.
2. A condition exists which, in the Company’s judgment, is unsafe or hazardous to the Applicant, the general population, or the Company’s personnel or facilities.

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3. The Applicant refuses to provide the Company with a deposit when the Customer has failed to meet the credit criteria for waiver of deposit requirements.
4. Customer is known to be in violation of the Company's Rates or Rules and Regulations.
5. Customer fails to furnish the funds, service, equipment, and/or rights-of-way necessary to serve the Customer and which have been specified by the Company as a condition for providing service.
6. Customer fails to provide safe access to the meter that would be serving the Customer.
7. Applicant falsifies his or her identity for the purpose of obtaining service.
8. Service is requested by an Applicant and a prior Customer, who is either living with the Applicant, or who is an occupant of the premises who owes a debt to the Company from the same class of service from the same or a prior service address.
9. The Applicant is acting as an agent for a prior Customer who is deriving benefits from the energy supplied and who owes a delinquent bill from the same class of service from the same or a prior service address.
10. There is evidence of tampering or energy diversion.
11. Where the Company has a reasonable belief that the Applicant has common ownership with an affiliate that owes a delinquent bill for the same class of service.

**D. Service Establishment, Reestablishment or Reconnection Charge**

1. For the purpose of this Rule, the definition of service establishment is where the Customer's facilities are ready and acceptable to the Company, the Applicant has obtained all required permits and/or inspections indicating that the Applicant's facilities comply with local construction safety and governmental standards and regulations, and the Company needs only to install a meter, read a meter, or turn the service on.
2. The Company will make a charge for service establishment, re-establishment, or reconnection other than service transfers under usual operating procedures, during regular business hours as set forth as Fee No. 2 in the UNS Gas Statement of Charges.

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3. Should service be established, re-established, or reconnected during a period after the Company's regular business hours, at the Customer's request, the Customer will be required to pay an after-hour charge for the service connection as set forth as Fee No. 3 in the UNS Gas Statement of Charges. Where the Company's scheduling will permit service establishment on the same day as requested, the Customer can elect to pay the after-hour charge for establishment that day, or his service will be established on the next available business day. Even so, a Customer's request to have the Company establish service after-hours is subject to the Company having staff available; there is no guarantee that the Company will have the staffing available for service establishment, re-establishment or reconnection after business hours.
4. For service re-establishments at the same location where the same Customer has ordered a service disconnect within the preceding twelve (12) month period, such returning Customer, in addition to the service reestablishment charge, will pay the sum of the applicable monthly Customer Charges that would have accrued had the Customer not ordered the disconnect.
5. For service reconnections when due to the behavior of the Customer (*i.e.*, nonpayment, failure to comply with the Company's Rates) it has been necessary for the Company to discontinue service utilizing other than usual operating procedures prior to reconnection of gas service each time the gas is disconnected, in addition to the service reconnection charge set forth in the UNS Gas Statement of Charges, the Customer will pay the sum of the applicable monthly Customer Charges that would have accrued had the Customer not been disconnected within the preceding twelve (12) month period.
6. The Company will charge for the establishment or re-establishment for service transfers only, as set forth as Fee No. 1 in the UNS Gas Statement of Charges.
7. After the Company has made one failed attempt to establish service due to the Customer's absence from home, facilities not being ready, or lack of access to the point of delivery, for the second attempt and each attempt thereafter, the Customer will be required to pay the multiple-attempts-to-connect charge as set forth as Fee No. 1 in the UNS Gas Statement of Charges, in addition to the service establishment charge.

**E. Temporary Service**

1. Applicants for temporary service may be required to pay to the Company, in advance of service establishment, the estimated cost of installing and removing the facilities necessary for furnishing the desired service.
2. Where the duration of service is to be less than one (1) month, the Applicant may also be required to advance a sum of money equal to the estimated bill for service.
3. Where the duration of service is to exceed one (1) month, the Applicant may also be required to meet the deposit requirements of the Company, as outlined in Subsection B.1 above.

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4. If at any time during the term of the agreement for service the character of a temporary Customer's operations changes so that, in the opinion of the Company, the Customer is classified as permanent, the terms of the Company's main extension rules will apply.

F. Tampering with or Damaging Company Equipment

1. The Customer agrees, when accepting service that no one except authorized Company employees or agents of the Company will be allowed to remove or replace any Company-owned equipment installed on Customer's property.
2. No person, except an employee or agent acting on behalf of the Company will alter, remove, or make any connection to the Company's meter or service equipment.
3. No meter seal may be broken or removed by anyone other than an employee or agent acting on behalf of the Company.
4. The Customer will be held responsible for any broken seals, tampering, or interfering with the Company's meter(s) or any other Company-owned equipment installed on the Customer's premises. In cases of tampering with meter installations, interfering with the proper working thereof, or any tampering, interfering, theft, or service diversion, including the falsification of Customer-read meter readings, Customer will be subject to immediate discontinuance of service. The Company will be entitled to collect from the Customer or other person benefitting from the service, under the appropriate Rate, for all energy not recorded on the meter as the result of such tampering, or other theft of service, and also additional security deposits as well as all expenses incurred by the Company for property damages, investigation of the illegal act, and all legal expenses and court costs incurred by the Company.
5. The Customer will be held liable for any loss or damage occasioned or caused by the Customer's negligence, want of proper care or wrongful act or omission on the part of any Customer's agents, employees, licensees or contractors.

G. Access

1. The Customer is responsible for providing safe access to Company facilities. The Company's authorized agents will have satisfactory unassisted twenty-four (24) hour a day, seven (7) days a week access to the Company's equipment located on Customer's premise for the purpose of service connection, service disconnection, operation, maintenance, repair and service restoration work that the Company may need to perform.



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2. If additional resources are required to gain safe access to perform service establishment, disconnection, meter reading, or routine maintenance, due to an affirmative, wrongful, and/or criminal act by the Customer, the Company will be entitled to collect from the Customer all expenses incurred by the Company for additional resources including: investigation of access, all legal expenses, and court costs.

H. Customer-Specific Information

Customer-specific information will not be released without specific prior Customer authorization unless the information is requested by law enforcement or other public agency, or is requested by the Commission or its staff, or is reasonably required for legitimate account collection activities, or is necessary to provide safe and reliable service to the Customer. Such Customer authorization may be obtained electronically, in writing, or orally, as long as the oral authorization is recorded.

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