



**UNS Gas, Inc.
Rules & Regulations**

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**SECTION NO. 8
PROVISION OF SERVICE**

A. Company Responsibility

1. The Company will be responsible for the safe transmission and distribution of gas until it passes the point of delivery to the Customer.
2. The Company will be responsible for maintaining in safe operating condition all meters, regulators, service pipe or other fixtures installed on the Customer's premises by the Company for the purpose of delivering gas to the Customer. However, the Company will not be responsible for the condition of the meters, regulators, service pipe or other fixtures damaged or altered by the Customer.
3. The Company may, at its option, refuse service until the Customer's pipes and appliances have been tested and found to be safe, free from leaks, and in good operating condition. Proof of such testing will be in the form of a certificate executed by a licensed plumber or local inspector certifying that the Customer's facilities have been tested and are in safe operating condition.
4. The Company will be required to test the Customer's piping for leaks when the gas is turned on. If such tests indicate leakage in the Customer's piping, the Company will refuse to provide service until such time as the Customer has had the leakage corrected.
5. The Company will be responsible for the operation and maintenance of all Company-owned facilities installed by the Company or its authorized agent.

B. Customer Responsibility

1. Each Customer will be responsible for maintaining in safe operating condition all Customer piping fixtures and appliances on the Customer's side of the point of delivery.
2. Each Customer will be responsible for safeguarding all Company property installed in or on the Customer's premises for the purpose of supplying gas service.
3. Each Customer will exercise all reasonable care to prevent loss or damage to Company property, excluding ordinary wear and tear. The Customer will be responsible for loss of or damage to, Company property on the Customer's premises arising from neglect, carelessness, or misuse and will reimburse the Company for the cost of necessary repairs and replacements.
4. Each Customer will be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering, tampering, or by-passing the Company's meters. This remedy is cumulative to any other remedy available to Company under law or ACC rules.

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5. Each Customer will be responsible for promptly notifying the Company of any gas leakage identified in the Customer's or the Company's equipment.
6. The Customer will be responsible for the loss of gas or damage caused by gas in piping beyond the Company's meter.
7. No rent or other charge whatsoever will be made by the Customer against the Company for placing or maintaining meters, regulators, service lines, fixtures, etc. upon the Customer's premises.

C. Continuity of Service

The Company will make reasonable efforts to supply a satisfactory and continuous level of service. However, the Company will not be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from the following:

1. Any cause that the Company could not have reasonably foreseen or made provision for, such as force majeure;
2. Intentional service interruptions to make repairs or perform routine maintenance; or
3. Curtailment.

D. Service Interruptions

1. The Company will make reasonable efforts to reestablish service within the shortest possible time when service interruptions occur.
2. The Company will make reasonable provisions to meet emergencies resulting from failure of service and will issue instructions to its employees covering procedures to be followed in the event of emergencies in order to prevent or mitigate interruption or impairment of service.
3. In the event of a national emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other Customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

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4. When the Company plans to interrupt service for more than four (4) hours to perform necessary repairs or maintenance, the Company shall attempt to inform affected Customers and the Commission's Consumer Services Section, at least forty-eight (48) hours in advance of the scheduled date and time and of the estimated duration of the service interruption. The Company shall complete repairs in the shortest possible time to minimize the inconvenience to the Customers.

E. Interruption of Service and Force Majeure

1. The Company will make reasonable provision to supply satisfactory and continuous gas service but does not guarantee a constant or uninterrupted supply of gas. The Company will not be liable for any damage or claim of damage attributable to any temporary, partial or complete interruption or discontinuance of gas service attributable to a force majeure condition set forth in Subsection 8.E.4 and 8.E.5. or to any other cause which the Company could not have reasonably foreseen and made provision against, or which, in the Company's judgment is necessary to permit repairs or changes to be made in the Company's transmission or distribution equipment, or to eliminate the possibility of damage to the Company's property or to the person or property of others.
2. Whenever the Company deems a condition exists that warrants interruption or limitation in the service being rendered, this limitation or interruption will not constitute a breach of contract and will not render the Company liable for damages suffered thereby or excuse the Customer from further fulfillment of the contract.
3. The use of gas service upon the Customer's premises is at the risk of the Customer. The Company's liability will cease at the point where its facilities are connected to the Customer's facilities.
4. Neither the Company nor the Customer will be liable to the other for any act, omission or circumstances (including, with respect to the Company, but not limited to, inability to provide service) occasioned by or in consequence of the following:
 - a. flood, rain, wind, storm, lightning, earthquake, fire, landslide, washout or other acts of the elements;
 - b. accident or explosion;
 - c. war, rebellion, civil disturbance, mobs, riot, blockade, terrorist actions, or other acts of the public enemy;
 - d. acts of God;
 - e. interference of civil and/or military authorities;
 - f. strikes, lockouts or other labor difficulties;
 - g. vandalism, sabotage or malicious mischief;
 - h. usurpation of power, or the laws, rules, regulations or orders made or adopted by any regulatory or other governmental agency or body (federal, state or local) having jurisdiction of any of the business or affairs of the Company or the Customer, direct or indirect;
 - i. breakage or accidents to equipment or facilities;
 - j. lack, limitation or loss of gas supply; or

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- k. any other casualty or cause beyond the reasonable control of the Company or the Customer, whether or not specifically provided herein and without limitation to the types enumerated, and which by the exercise of due diligence such party is unable to prevent or overcome.
 - 5. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees will not be considered to be a matter within the control of the Company.
 - 6. Nothing contained in this section will excuse the Customer from the obligation of paying for gas delivered or services rendered.
- F. General Liability
- 1. Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's gas, unless such claims are caused by the Company's willful misconduct or gross negligence.
 - 2. Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful or negligent acts or omissions of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
 - 3. Except in the case of the Company's willful misconduct or gross negligence, the Company will not be liable to Customer or any other party for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of, or related to, establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment, except that for an interruption of service to a Customer, to the extent resulting from error, mistake omission, interruption or delay by the Company, the Company's liability, if any, to the Customer will not exceed an amount equal to the charges for service applicable under the Company's Rates (calculated on a proportionate basis where appropriate) for the period of service interruption.
 - 4. In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue, loss of current or prospective business opportunities, lost profits and lost rent) of any kind whatsoever regardless of the cause or foreseeability thereof.
 - 5. The Company will not be responsible for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any regulators, gas piping, appliances, fixtures or apparatus.

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G. Change in Character of Service

When a change is made by the Company in the type of service rendered which would adversely affect the efficiency of operation or require the adjustment of the equipment of Customers, all Customers who may be affected will be notified by the Company at least thirty (30) days in advance of the change or, if such notice is not possible, as early as feasible. Where adjustments or replacements of the Company's standard equipment must be made to permit use under such changed condition, adjustments will be made by the Company without charge to the Customers.

H. Heat Value Standard for Natural Gas

The Company will supply gas to its Customers with an average total heating value of not less than nine hundred (900) BTUs per cubic foot. The number of BTUs per cubic foot actually delivered through the Customer's meter will vary according to the altitude and elevation of the location where the Customer is being provided service.

I. Standard Delivery Pressure

1. The Company will maintain the Standard Delivery Pressure at the outlet of the Customer's meter, subject to variation under load conditions.
2. In cases where a Customer desires service at greater than Standard Delivery Pressure, the Company may supply, at its option, such greater pressure if and only as long as the furnishing of gas to such Customer at higher than standard delivery pressure will not be detrimental to the service of other Customers of the Company. The Company reserves the right to lower the delivery pressure or discontinue the delivery of gas at higher pressure at any time upon reasonable notice to the Customer. Where service is provided at pressure higher than Standard Delivery Pressure, the meter volumes will be corrected to that higher pressure.

J. Determination of Therms

1. Heating Value – The heating value (BTU per cubic foot) of the natural gas delivered will vary depending on the source of supplies received by the Company. The average heating values will be determined from the volumetric weighted average heating values of the supplies received by the Company.
2. Metered Volumes – The number of therms to be billed will be determined by multiplying the difference in meter readings by an appropriate billing factor.
 - a. Therms are determined from the volumes measured by the following:

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$$\frac{\text{A} \quad \text{Atmospheric Pressure at Elevation + Delivery Pressure}}{14.73 \text{ Atmospheric Pressure at Sea Level}} \times \frac{\text{B} \quad \text{Average Heating Value (BTU per cubic foot)}}{100,000 \text{ BTU per Therm}} \times \text{C} \quad \text{Super Compressibility Factor}$$

Where:

- A = Correction for atmospheric pressure at elevation and applicable delivery pressure
- B = Applicable heating value of natural gas received
- C = Correction for super compressibility ratio

- b. Atmospheric Pressures at Elevations within the Company's service territory are outlined in the following table. At such time additional elevation bands are needed within the various areas served by the Company, new bands will be added.

Elevation Range	Atmospheric Pressure Base
201 - 400	14.57206
401 - 600	14.46665
601 - 800	14.36200
801 - 1000	14.25810
1001 - 1200	14.15495
1201 - 1400	14.05253
1401 - 1600	13.95084
1601 - 1800	13.84987
1801 - 2000	13.74962
2001 - 2200	13.65007
2201 - 2400	13.55122
2401 - 2600	13.45306
2601 - 2800	13.35558
2801 - 3000	13.25878
3001 - 3200	13.16265
3201 - 3400	13.06718
3401 - 3600	12.97237
3601 - 3800	12.87820
3801 - 4000	12.78468
4001 - 4200	12.69179
4201 - 4400	12.59954

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Elevation Range	Atmospheric Pressure Base
4401 - 4600	12.50791
4601 - 4800	12.41689
4801 - 5000	12.32648
5001 - 5200	12.23668
5201 - 5400	12.14748
5401 - 5600	12.05887
5601 - 5800	11.97084
5801 - 6000	11.88340
6001 - 6200	11.79653
6201 - 6400	11.71023
6401 - 6600	11.62449
6601 - 6800	11.53932
6801 - 7000	11.45469
7001 - 7200	11.37061
7201 - 7400	11.28708
7401 - 7600	11.20408

K. Construction Standards and Safety

The Company's pipelines and pipeline facilities for the transportation of gas within the State of Arizona shall conform with and be subject to the Federal Safety Standards as adopted by the United States Department of Transportation, Pipeline and Hazardous Materials Safety Administration ("PHMSA") and as adopted by the Arizona Corporation Commission Office of Pipeline Safety ("AZOPS"). AZOPS may also require additional safety standards above and beyond that of the PHMSA code. The Company maintains and updates an Operation and Maintenance plan and an Emergency plan. Upon discovery of occurrence, the Company will report all incidents as required under the Arizona Administrative Code, R14-5-203.

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