

- 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.

ISSUED: December 1, 2008

Effective for service rendered on and after September 25, 2009

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