



HAWAI'IGAS
THE CLEAN ENERGY COMPANY

TARIFF

APPLICABLE TO UTILITY GAS SERVICE

OF

THE GAS COMPANY, LLC dba HAWAI'IGAS

EFFECTIVE: February 1, 2019

T A R I F F
Applicable to
G A S S E R V I C E
of
THE GAS COMPANY, LLC dba HAWAI'IGAS

OAHU DISTRICT OFFICE
745 Fort Street, Suite 1800
Honolulu, Hawaii 96813

KAUAI DISTRICT OFFICE
3990 Rice Street
Lihue, Hawaii 96766

HAWAII DISTRICT OFFICE
945 Kalaniana'ole Avenue
Hilo, Hawaii 96720

MOLOKAI DISTRICT OFFICE
Ulili Street
Molokai Industrial Park
Kaunakakai, Hawaii 96748

MAUI DISTRICT OFFICE
70 Hana Highway
Kahului, Hawaii 96732

LANAI DISTRICT OFFICE
730 Lanai Avenue
Lanai City, Hawaii 96763

These rules and rate schedules governing the sale of gas in the territory served by The Gas Company, LLC dba HAWAI'IGAS (hereinafter, "Company" or "HAWAI'IGAS") are only the general rules and are not to be considered a complete statement of the Company policy in dealing with its customers, but only its basic policies which concern both the Company and the customer in supplying gas.

The information contained herein is presented with the aim of making the Company's policies available in writing to customers, architects, engineers, plumbers or others who in one way or another have need of this information in carrying out their work in connection with the installation of gas service or the use of gas.

The issuance of these rules does not in any way relieve the customer from the normal obligation to maintain his gas installation so as to be safe at all times and to see that it conforms to the Company's rules and any local or State ordinance which govern such installations.

The rules set forth herein have been fixed by Order of the Public Utilities Commission of the State of Hawaii and are the effective rules of this Company which may not be abandoned, changed, modified or departed from without the prior approval of the Commission.

No officer, inspector, agent or employee of the Company has authority to abandon, change, modify or depart from the rules and rate schedules set forth herein or any part thereof in any respect.

All officers, inspectors, agents and employees of the Company are forbidden to demand or accept from any customer any personal compensation for services rendered to a customer.

These rules are intended to conform to the terms of the Public Utilities Commission General Order No. 9 and § 6-60 of the Hawaii Administrative Rules, or variations therefrom which have been authorized by order of the Public Utilities Commission.

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 CHECKLIST OF EFFECTIVE SHEETS AND RATES

Sheet Name and Number	Schedule/Rider	Effective Date	Revision
Title Page, Sheet I	N/A	12/1/2012	Original
Table of Contents, Sheet II	N/A	12/1/2012	Original
Table of Contents, Rules and Forms of Contracts, Sheets III - V	N/A	2/1/2019	1 st Revision
Table of Contents, Rate Schedules/Riders, Sheets VI - VII	N/A	12/1/2012	Original
Checklist of Effective Sheets and Rates, Sheets VIII - XI	N/A	12/1/2012	Original
Rules and Forms of Contract, Cover Sheet			
Rule 1, Sheets 1 - 3	N/A	12/1/2012	Original
Rule 2, Sheet 4	N/A	12/1/2012	Original
Rule 3, Sheets 5 - 6	N/A	12/1/2012	Original
Rule 4, Sheets 7 - 12	N/A	12/1/2012	Original
Rule 5, Sheets 13 - 14	N/A	12/1/2012	Original
Rule 6, Sheets 15 - 17	N/A	12/1/2012	Original
Rule 7, Sheets 18 - 21	N/A	2/1/2019	1 st Revision
Rule 8, Sheets 22 - 24	N/A	12/1/2012	Original
Rule 9, Sheet 25	N/A	2/1/2019	1 st Revision
Rule 10, Sheet 26	N/A	12/1/2012	Original
Rule 11, Sheets 27 - 29	N/A	12/1/2012	Original
Rule 12, Sheet 30	N/A	12/1/2012	Original
Rule 13, Sheets 31 - 32	N/A	2/1/2019	1 st Revision
Rule 14, Sheets 33 - 35	N/A	2/1/2019	1 st Revision
Rule 15, Sheet 36	N/A	12/1/2012	Original
Rule 16, Sheet 37	N/A	12/1/2012	Original
Rule 17, Sheets 38 - 39	N/A	12/1/2012	Original

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Sheet Name and Number	Schedule/Rider	Effective Date	Revision
Rule 18, Sheet 40	N/A	12/1/2012	Original
Rule 19, Sheet 41	N/A	2/1/2019	2 nd Revision
Rule 20, Sheet 42	N/A	12/1/2012	Original
Rule 21, Sheet 43	N/A	2/1/2019	1 st Revision

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Sheet Name and Number	Schedule/Rider	Effective Date	Revision
Rate Schedules/Riders, Cover Sheet			
Oahu Gas District			
General Service, Sheet 50	10	2/1/2019	1 st Revision
Residential Service, Sheet 51	20	2/1/2019	1 st Revision
Multiple Unit Housing, Sheets 52 - 53	30	2/1/2019	1 st Revision
Commercial/Industrial, Sheets 54 - 55	50	2/1/2019	1 st Revision
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Interruptible/Propane, Sheets 68 - 70	92	2/1/2019	2 nd Revision
Hawaii Gas District			
General Service (Hilo), Sheet 71	410	2/1/2019	1 st Revision
Residential (Hilo), Sheet 72	420	2/1/2019	1 st Revision
Multiple Unit Housing (Hilo), Sheets 73 - 74	430	2/1/2019	1 st Revision
Commercial/Industrial (Hilo), Sheets 75 - 76	450	2/1/2019	1 st Revision
Large Firm (Hilo), Sheet 77	460	2/1/2019	1 st Revision
General Service (Kona), Sheet 78	510	2/1/2019	1 st Revision
Residential (Kona), Sheet 79	520	2/1/2019	1 st Revision
Multiple Unit Housing (Kona), Sheets 80 - 81	530	2/1/2019	1 st Revision
Commercial/Industrial (Kona), Sheets 82 - 83	550	2/1/2019	1 st Revision
Large Firm (Kona), Sheet 84	560	2/1/2019	1 st Revision

CHECKLIST OF EFFECTIVE SHEETS AND RATES
(Continued)

Sheet Name and Number	Schedule/Rider	Effective Date	Revision
Maui Gas District			
General Service, Sheet 85	110	2/1/2019	1 st Revision
Residential, Sheet 86	120	2/1/2019	1 st Revision
Multiple Unit Housing, Sheets 87 - 88	130	2/1/2019	1 st Revision
Commercial/Industrial, Sheets 89 - 90	150	2/1/2019	1 st Revision
Large Firm, Sheet 91	160	2/1/2019	1 st Revision
Kauai Gas District			
General Service, Sheet 92	310	2/1/2019	1 st Revision
Residential, Sheet 93	320	2/1/2019	1 st Revision
Multiple Unit Housing, Sheets 94 - 95	330	2/1/2019	1 st Revision
Commercial/Industrial, Sheets 96 - 97	350	2/1/2019	1 st Revision
Large Firm, Sheet 98	360	2/1/2019	1 st Revision
Molokai Gas District			
Residential, Sheet 99	220	2/1/2019	1 st Revision
Lanai Gas District			
Residential, Sheet 100	620	2/1/2019	1 st Revision
All Gas Districts			
IRP Cost Recovery Provision, Sheets 101 - 102	N/A	12/1/2012	Original

**RULES AND
FORMS OF CONTRACTS**

RULE NO. 1

DEFINITIONS

Advance:

The amount of money paid to the Company for construction which may be subject to refund in whole or in part.

Billing Period:

The time interval between two consecutive, regularly scheduled billings of an account based on actual or estimated meter readings.

Commission:

The Public Utilities Commission of the State of Hawaii.

Company:

The Gas Company, LLC dba HAWAI'IGAS.

Customer:

The person, group of persons, firm, corporation, association, institution, governmental agency, or civic body, in whose name service is rendered (regardless of the actual identity of the user of the service) as evidenced by the signature on an application, contract, or agreement for service, or, in the absence of a signed instrument, by acceptance of service or by the receipt and payment of bills for service issued in his name.

Date of Presentation:

The date on which a bill or notice is mailed or delivered to the customer.

Distribution System:

High Pressure -- A gas distribution piping system which operates at a pressure higher than the standard service pressure delivered to the customer. In such a system a service regulator is required on each service to control the pressure delivered to the customer.

Low Pressure -- A gas distribution piping system in which the gas pressure in the mains and services is substantially the same as that delivered to the customer's appliances. In such a system a service regulator is not required on the individual services.

RULE NO. 1
DEFINITIONS
(Continued)

Gas:

The word "gas" shall, unless otherwise specifically designated, be construed to mean manufactured gas, hydrocarbon gas, or any mixture of gases produced, transmitted, distributed or furnished by the Company as a utility in the State.

Gas Main Extension:

All facilities required to extend gas service from the Company's existing facilities to the service piping leading to the customer's point of delivery.

Hydrocarbon Gas:

Any gas consisting essentially of methane, ethane, propane, butane, and pentane or any mixture thereof.

Main (Mains):

The underground piping system extending from the Company's manufacturing or storage facilities for transmission or distribution of high or low pressure gas to the service piping.

Manufactured Gas:

Any gas produced by any generating or processing equipment, exclusive of "hydrocarbon gas."

Meter:

Any device or instrument that measures or registers or records the quantity or volume of gas delivered with respect to time.

Mixed Gas:

Any mixture of two or more gases, of materially different physical character or chemical composition mixed inside or outside of any generating or processing equipment, separating or extracting plant.

Past Due Bill:

Bills are past due if not paid within 15 days after presentation.

Permanent Service:

Service which is of a permanent and established character.

RULE NO. 1

DEFINITIONS
(Continued)

Point of Delivery:

The point where the Company's service lines are connected to those of the customer.

Premises:

A piece of land or real estate, including buildings and other appurtenances thereon.

Separate Premises:

1. Two or more parcels of land and buildings thereon where the lands are not adjoining lands, regardless of whether owned, leased or used by the same person.
2. Two or more parts of one building or of one piece of land which are owned, operated or leased by separate persons or business entities.

Service Piping:

The pipe that runs between a gas main or a pipeline and a customer's meter or the connection to a customer's piping, whichever is further downstream.

Tariff:

A schedule of rates, charges, definitions, and the rules governing the rates or charges and the services provided by the Company as a utility, including those rates or charges and the conditions contained in special contracts and supplemental tariffs as set forth herein and authorized by the Public Utilities Commission.

Temporary Service:

Service for enterprises or activities which are temporary in character or where it is known in advance that service will be of limited duration and service which is for operations the permanency of which has not been established.

NOTE: Abbreviations Used:

- BTU British Thermal Unit
- LP-Gas Liquefied Petroleum Gas
- psig..... Pounds Per Square Inch, Gauge
- W.C..... Water Column

RULE NO. 2

DESCRIPTION OF SERVICE

(A) KIND AND HEATING VALUE:

The gas distributed by this Company is as follows:

1. In the area served by the Honolulu distribution system, synthetic natural gas with an approximate BTU content of 1050 BTU's per cubic foot and a specific gravity of 0.63.
2. In all other service areas propane vapor of an average of 2516 BTU's per cubic foot and an average specific gravity of 1.56.

(B) PRESSURES:

Gas is supplied at both high and low pressure depending upon the service area. Low pressure is available at all points where gas may be furnished at high pressure.

Where gas is metered at pressures higher than 4 inches of water column the metered number of cubic feet is corrected to the volume at 4 inches water column.

(C) CONVERSION OF METER READING TO THERMS FOR BILLING:

The volume of gas metered at 4 inches water column or corrected thereto is converted to therms. This is done by multiplying the number of cubic feet by the average BTU's of the gas for the period billed and dividing the product by 100,000. The gas so metered and converted to therms is then billed under the customers' rate schedules.

RULE NO. 3

APPLICATION FOR SERVICE

(A) APPLICATIONS:

The Company shall require each applicant for gas service to establish his credit in accordance with Rule No. 5 and provide the Company the following information:

1. Legal Name of applicant.
2. Location of the premises to be served.
3. Date applicant will be ready for service.
4. Whether or not the premises have previously been supplied.
5. Purpose for which service is to be used, with description of appliances.
6. Postal or e-mail address to which bills are to be mailed or delivered.
7. Whether the applicant is owner, agent or tenant of premises.
8. Rate schedule desired.
9. Such other information as the Company may reasonably require such as design, installation, maintenance and operation of applicant's facilities.

The application is merely a request for service and does not bind the Company to serve except under conditions and provisions of these tariff rules and rate schedules, nor does it bind the customer to take service for a period longer than the minimum requirements of the applicable rate schedule.

All customers of the Company, irrespective of whether or not they have signed an application for service, shall comply with the rules and rate schedules of the Company.

(B) INDIVIDUAL LIABILITY FOR JOINT SERVICE:

In any case where two or more parties join in one application for gas service, such parties shall be jointly and severally liable there under, and only one bill shall be rendered for gas service so supplied. In such case the parties shall designate the account holder of record, to whom the Company will be responsible for returning any deposit collected in accordance with Rule No. 6.

(C) CHANGE IN CUSTOMER'S APPARATUS OR EQUIPMENT:

In the event that a customer shall make any material change either in the amount or character of the gas appliances or apparatus installed on his premises to be served by the Company, or material changes in usage, he shall give the Company notice of the fact. Upon request, the Company shall advise the customer of all available rate or service options under the changed conditions as to which the customer has given notice, in accordance with Rule No. 10(B).

RULE NO. 3

APPLICATION FOR SERVICE
(Continued)

(D) REFUSAL TO PROVIDE SERVICE OR DISCONTINUANCE OF SERVICE:

The Company may refuse to provide service or may discontinue or disconnect service and/or may rebill the account when:

1. The information provided to the Company in applying for service is false, incomplete, misleading or inaccurate; or
2. The applicant has applied for service under a false or fictitious name or that the applicant has requested service in his/her legal name to assist another in avoiding payment of any bill for service provided at the current account location or any previous account location; or
3. The applicant and/or other adults residing with the applicant have received the benefit of service without paying for it and are attempting to change the name on the account to avoid payment of any bill for service provided at the current account location or any previous account location; or
4. The Company is unable to arrange with the applicant for a safe working environment for Company's employees on the premises where gas service is being requested.

In the event of a rebill, the Company shall provide the customer with reason for such rebill.

RULE NO. 4

CONTRACTS

(A) SERVICE CONTRACTS REQUIRED:

The applicant for service may be required by the Company to sign a contract as a condition precedent to service when:

1. Such contract is required as set forth in the rate schedule approved by the Public Utilities Commission of the State of Hawaii.
2. A gas main extension advance is required under Rule 13 or temporary service is installed under Rule 12 where the contract period may not exceed three years.

(B) COMMISSION APPROVAL:

Forms of contracts for service (other than regular utility service provided under the provisions of the tariffs contained in these rules) are located at the end of this rule and are authorized by the Public Utilities Commission. Special contracts for service other than that provided under the tariffs or attached form contracts must be authorized by the Public Utilities Commission prior to the effective date of said contract.

(C) CONTRACTS:

Each contract for gas service will contain the following provisions:

"This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of Hawaii as said Commission may, from time to time, direct in the exercise of its jurisdiction."

(D) FORMS OF CONTRACTS:

Forms of contracts approved by the Public Utilities Commission are set forth hereafter.

FORM OF CONTRACT FOR RULE 12 TEMPORARY SERVICE

This Contract covers Temporary Service provided by The Gas Company, LLC dba HAWAI'IGAS (HAWAI'IGAS) to:

Customer: _____

Service Address: _____

Under this Contract, the gas service provided by HAWAI'IGAS to the Customer's service location shall be served on Rate Schedule _____ and/or Rider _____. The terms of such schedule and/or rider shall apply, and any special terms agreed upon as between Customer and HAWAI'IGAS shall be included in writing on Attachment A.

Under this Contract, the Customer's load is anticipated to be _____ therms/month.

This Contract shall become effective upon execution and shall continue in effect for a primary term of up to three years from the date of initial service, and shall continue in effect from month to month thereafter until terminated by either party upon 30 days' written notice.

Customer agrees to pay the Company the net cost of installing and removing any facilities necessary in connection with the furnishing of temporary service by HAWAI'IGAS. In the event that the Customer shall have operated the gas equipment or apparatus originally installed by him, or its equivalent, for a period of 36 consecutive months from the date of initial deliveries of gas under this Contract, and provided that the Customer's business has proved its permanency to the satisfaction of HAWAI'IGAS, the payment made by the Customer pursuant to Rule 12, Section 1 of the Tariff shall be adjusted to the basis of Tariff Rule 13 or 14, provided that the Customer has complied with all of the rules applicable to gas service.

This Contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of Hawaii as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Signature of Authorized Representative of
Customer:

Signature of Authorized HAWAI'IGAS
Representative:

Title

Title

Date

Date

ATTACHMENT A TO RULE 12 CONTRACT FOR TEMPORARY SERVICE

FORM OF CONTRACT FOR CUSTOMER CONTRIBUTION TOWARDS
MAIN EXTENSION AND SERVICE CONNECTIONS UNDER RULE 13

This Contract covers main extensions and service connections to be made by The Gas Company, LLC dba HAWAI'IGAS (HAWAI'IGAS) to:

Customer: _____

Service Address: _____

HAWAI'IGAS agrees to construct a distribution main extension and/or service piping to serve Customer, provided that the estimated revenue from Customer and all other bona fide prospective permanent residential or firm commercial customers simultaneously requesting service from the same extension project, calculated on the then-current base gas rates less the fuel costs as shown in the applicable tariff, for a period of 3 years, equals or exceeds the cost of construction.

Customer agrees to pay HAWAI'IGAS a contribution for construction in the amount of the excess of the estimated construction cost over the 3-year adjusted revenues, plus any amount owing to another customer for an unamortized main extension or service connection that Customer shares. Such excess, computed as shown on the worksheet shown in Attachment A hereto, is estimated to be _____. Customer agrees to pay such excess either (1) prior to the commencement of construction, or (2) if the Customer has established credit in accordance with Rule 5 of HAWAI'IGAS's tariffs, at the election of HAWAI'IGAS, within 15 days of receipt of a bill or invoice for same.

If, during the first 3 years after HAWAI'IGAS installs the facilities to connect the above-referenced service address, one or more customers requests service from a main or service connection for which Customer has contributed a portion of the cost, Customer may be eligible to receive a refund of a portion of the original contribution for construction. In the event that Customer moves within three years of the date of installation of the facilities constructed to serve the above-referenced service address, Customer should keep HAWAI'IGAS informed of any change in address for purposes of receipt of any such refund amount.

The estimated gas deliveries for the new premises to be served by the main extension or service connection are _____ therms/month.

This Contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of Hawaii as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Signature of Authorized Representative of
Customer:

Title

Date

Signature of Authorized HAWAI'IGAS
Representative:

Title

Date

ATTACHMENT A TO FORM OF CONTRACT FOR CUSTOMER CONTRIBUTION
TOWARDS MAIN EXTENSION OR SERVICE CONNECTION UNDER RULE 13

RULE NO. 5

ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

An applicant for gas service shall be required to establish credit. A applicant whose gas service has been previously terminated for nonpayment or has been past due, as set forth below, shall be required to re-establish credit.

(A) ESTABLISHMENT OF CREDIT – RESIDENTIAL SERVICE:

Before receiving residential service, each applicant shall be required to establish credit as follows:

1. By providing credit information to the satisfaction of the Company; or
2. By making a cash deposit as prescribed in Rule No. 6; or
3. By furnishing a qualified guarantor, satisfactory to the Company, to secure payment of bills for the service requested; or
4. By having been a residential customer with gas service, within the last two years and having paid all bills in accordance with the provisions of Rule No. 8D, for at least the last 12 consecutive months of such service, provided, however, the credit of the applicant is otherwise not impaired in the opinion of the Company; or
5. By any of the above methods, tenants of single metered multi-family dwellings may, upon request, become gas customers, if their landlord fails to pay the gas bill. The Company may require that one (or more) applicant(s) assume responsibility to the Company for such payments; such applicant(s) must be willing and able to assume responsibility for the entire account to the satisfaction of the Company. In addition, where prior residency in the multi-family dwellings for the immediately preceding 12 months and proof of prompt payment of rent for this same period of time, may, at Company's discretion, be considered to establish credit; or
6. By otherwise establishing credit to the satisfaction of the Company.

(B) ESTABLISHMENT OF CREDIT – OTHER THAN RESIDENTIAL SERVICE:

Before receiving such service, each applicant shall be required to establish credit as follows:

1. By making a cash deposit as prescribed in Rule No. 6; or,
2. By furnishing a qualified guarantor, satisfactory to Company, to secure payment of bills as prescribed in Rule No 8D; or

RULE NO. 5

ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT
(Continued)

3. By having been a non-residential customer within the last two (2) years with such gas service account being equal to at least 50% of the estimated bill for the new service location and having paid all bills for such gas service in accordance with the provisions of Rule No. 8(D), for at least 12 consecutive months, provided, however, the credit of the applicant is not otherwise impaired in the opinion of the Company; or
4. By otherwise establishing credit to the satisfaction of the Company.

(C) RE-ESTABLISHMENT OF CREDIT – ALL CLASSES OF SERVICE:

Any customer shall be required to re-establish credit if service to the customer has been discontinued for non-payment, if the customer has filed for bankruptcy and reasonable assurance of payment has not been provided, or when the conditions of service or the basis upon which credit was originally established have changed.

1. An applicant who previously has been a customer of the utility and whose service has been discontinued for non-payment of bills, shall be required before service is rendered or restored to pay all amounts owing to the utility for gas service and to re-establish credit as provided in Rule No. 5(A) or (B).
2. A customer who fails to pay his bills before they become past due and who further fails to pay such bills within five calendar days after the date of presentation of a discontinuance of service notice for nonpayment of bills, may be required to pay such bills and re-establish his credit by depositing the amount prescribed in Rule No. 6, whether or not service has been discontinued for such non-payment. Bills are past due if not paid within 15 days of presentation or receipt by the customer.
3. A customer using non-residential service may be required to re-establish credit at one or more of its locations in accordance with this Rule if the conditions of service or basis on which credit was originally established, in the opinion of the Utility, have materially changed.

For purposes of this Rule, conditions considered to have materially changed include, but are not limited to the following:

- (A) A customer's bill has, or is expected to increase by 50% or more; or
- (B) A customer has been approved by the Company to change to a different rate schedule and such change is expected to result in a higher average annual bill of \$100 or more.

When the re-establishment of credit is required due to a material change in condition, within five (5) business days of the Company's request for information, a Customer must provide the Company with any additional credit or financial information as may be necessary for the Company to verify the Customer's creditworthiness.

RULE NO. 6

DEPOSITS

The Company may require a deposit from any customer or prospective customer. A deposit is intended to guarantee payment of bills for service.

(A) DEPOSITS:

1. Such deposit shall not be less than \$10.00 nor more in amount than the maximum estimated charge for service for two consecutive billing periods, or as may reasonably be required by the utility in cases involving service for short periods or special occasions if the residential applicant:
 - (A) Cannot establish or re-establish satisfactory credit as set forth in Rule 5;
 - (B) Received gas service from the Company within the preceding twenty four (24) months and at the time service was terminated, owed an account balance that was not paid. This does not apply to applicants who registered a dispute with the Commission within sixty (60) days after service terminated and who promptly paid all undisputed or adjudicated amounts;
 - (C) Was previously terminated for theft of service or was otherwise found to have improperly diverted gas service or tampered with Company facilities; or
 - (D) Gave false information to establish credit.
2. A deposit of an estimated two (2) months billing shall be required from an applicant for non-residential gas service if the applicant:
 - (A) Cannot establish or re-establish satisfactory credit as set forth in Rule 5;
 - (B) Received gas service for a commercial account from the Company within the preceding twenty four (24) months and at the time service was terminated, owed an account balance that was not paid. This does not apply to applicants who registered a dispute with the Commission within sixty (60) days after service terminated and who promptly paid all undisputed or adjudicated amounts;
 - (C) Was previously terminated for theft of service or was otherwise found to have improperly diverted gas service or tampered with Company facilities; or
 - (D) Gave false information to establish credit.
3. In the event a check or draft for payment for applicant's deposit is not honored, for any reason, the application for service will be denied such that the applicant will not be considered to have acquired customer status. The Company shall attempt to notify the applicant of the failed payment, and the Applicant will have two (2) business days in which to

RULE NO. 6

DEPOSITS
(Continued)

make such payment. If a valid payment is not received and gas service has been activated, such service may be discontinued without further notice.

(B) INTEREST ON DEPOSITS:

1. Simple interest on deposits at the rate of 6% per annum shall be paid by the utility to each customer required to make such deposit for the time it is held by the utility after credit is established. If refund of deposit is made within the next billing period after the establishment of credit, no interest payment is required. If the Company retains the deposit more than the next billing period after the establishment of credit, payment of interest shall be made retroactive to the date of establishment of credit.
2. Payment of the interest to the customer shall be made annually if requested by the customer, or at the time the deposit is returned.
3. The interest shall be accrued annually.
4. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required.

(C) RETAINING DEPOSIT: The Company may retain the deposit as long as it feels it is necessary to ensure payment of bills for service, provided it complies with Rule No. 6(B).

(D) RETURN OF DEPOSIT:

1. The Company will refund the deposit to the account holder of record when the service is ordered discontinued, except when there are charges due the Company for gas service from the account holder of record for the premises on which service is being discontinued, in which case the deposit will be applied to the charges and the excess portion of the deposit will be returned.
2. A deposit is refundable by credit to the customer's account, or upon customer's request, by check, when bills are paid before becoming past due for a continuous period of at least 12 months.
3. The Company may refund the deposit at any time upon request provided the customer's credit may otherwise be established in accordance with Rule No. 5.
4. The Company may require the customer to return the Company's deposit receipt properly endorsed or sign a cancellation receipt before the refund is made.

RULE NO. 6

DEPOSITS
(Continued)

(E) DEPOSIT RECEIPTS:

The Company or its agent shall issue a receipt to each customer from whom a deposit is received in cash, or upon request. The Company shall provide a means for the account holder of record to establish a claim for the deposit if a deposit receipt is lost. The Company will make a reasonable effort to contact account holders of record with unclaimed deposits and shall retain records of any such unclaimed deposits for at least three years.

In the event that the Company agrees to accept a deposit from a guarantor in order to assist the account holder of record in establishing credit, the Company will return the deposit to the account holder of record, rather than to the guarantor.

RULE NO. 7

DISCONTINUANCE AND RESTORATION OF SERVICE

(A) NON-PAYMENT OF BILLS:

1. When a bill for gas service has become past due and a 5-day written discontinuance of service notice for non-payment of a bill has been issued, service may be discontinued if the bill is not paid within the time required in the notice. A customer's service, however, will not be discontinued until the amount of any deposit made to establish credit for that service has been fully absorbed.
2. A customer's gas service may be discontinued for non-payment of a bill for similar service rendered him at a previous location served by the Company provided such bill is not paid within five days after presentation of a discontinuance of service notice for non-payment of said bill, but in no case will service be discontinued for non-payment of said bill within less than 15 days after establishment of service at the new location.
3. If a customer is receiving service at more than one location, service at any or all locations may be discontinued if bills for service at any one or more locations are past due, provided, however, that service may not be discontinued because of non-payment of bills for other classes of service or for merchandise purchased.
4. Service may not be discontinued solely because of non-payment of bills rendered to adjust for undercharges resulting from slow or non-registering meters, or for failure to pay a back bill rendered in accordance with Rule 11(C).
5. Service may not be discontinued for failure to pay a bill of another customer as guarantor thereof.

(B) UNSAFE APPARATUS OR SERVICE PIPING:

The Company shall have the right of refusing to or of ceasing to deliver gas to a customer without notice if any part of the customer's service piping, appliances, or apparatus shall at any time be deemed hazardous by the Company or any of its employees.

The Company does not assume the duty of inspecting the customer's service piping, appliances or apparatus or any part thereof, and assumes no liability therefor. In the event that the customer finds the gas service piping to be defective, the customer is immediately to notify the Company to this effect.

RULE NO. 7

DISCONTINUANCE AND RESTORATION OF SERVICE
(Continued)

(C) FRAUD:

The Company shall have the right to refuse to serve gas to any premises and at any time to discontinue service if found necessary to do so in order to protect itself against abuse or fraud.

(D) NON-COMPLIANCE WITH THE COMPANY'S RULES OR CONTRACTS:

If the customer should fail to comply with any of the Company's rules from time to time in force, the Company will advise the customer of such failure. If the customer does not remedy same within a reasonable time, the Company shall have the right, after giving due notice, to discontinue service to the customer. The Company shall also have the right, among other remedies, to discontinue service after due notice if a customer fails to fulfill its contractual obligations with respect to gas service or facilities.

Except in cases of emergency, or as otherwise provided, the Company will not discontinue the service of any customer for violation of any rule or contract except on written notice of at least 5 days, excluding Sundays and holidays, advising the customer in what particular such a rule has been violated for which service will be discontinued if the violation is not remedied. This notice may be waived in the event of discovery of an unsafe condition on a customer's premises or in case of a customer utilizing the service in such a manner as to make it unsafe for occupants of the premises, thus rendering the immediate discontinuance of service to the premises imperative.

(E) CUSTOMER ABOUT TO VACATE PREMISES:

Each customer about to vacate any premises supplied with service by the Company shall give written or verbal notice of his intention to vacate such premises at least two (2) days prior thereto, specifying the date service is desired discontinued, otherwise, he will be held responsible for all gas furnished to such premises until the Company shall have such notice of discontinuance.

(F) USAGE OF SERVICE DETRIMENTAL TO OTHER CUSTOMERS:

The Company may refuse to furnish or discontinue without notice service to gas apparatus or appliances, the operation of which will be detrimental to its equipment or to the gas service being furnished by the Company to its other customers in their immediate vicinity, or supplied from the same distribution system.

(G) FAILURE TO PERMIT REASONABLE AND SAFE ACCESS

The Company may refuse to furnish or discontinue service, after notice, if the customer fails to permit the Company access to the Company's equipment for inspection, maintenance or other legitimate purpose, or for the purposes of reading meters.

RULE NO. 7

DISCONTINUANCE AND RESTORATION OF SERVICE
(Continued)

(H) FAILURE TO ESTABLISH CREDIT AFTER INSTITUTION OF SERVICE:

If for the convenience or at the request of a customer, the Company institutes gas service to the customer prior to his having established his credit (as provided in Rule No. 5) and, if within five days from such institution of service, such customer shall not have so established his credit, the Company shall thereupon have the right, upon five days' notice and continued failure to establish credit, to discontinue further service of gas to such customer.

(I) DISPUTE OF BILLS:

If the customer disputes any portion of the charges appearing on his bill he must file a written complaint or dispute with the Company within 15 days from the Date of Presentation. The Company shall investigate and provide a written response. If the customer is dissatisfied with the response he may pay the bill under protest and to avoid discontinuation of service and pursue the matter with the Public Utilities Commission of the State of Hawaii.

(J) RECONNECTION SERVICE CHARGE:

A reconnection charge of \$35.00 may be made and collected by the Company before service is reconnected during normal business hours where service has been discontinued for non-payment of bills as permitted by these rules or to protect the Company against fraud, or for failure to comply with the rules of the Company. If the customer requests reconnection of service on the same day of the request or during other than normal business hours, the Company may charge and collect a fee of \$85.00 before reconnecting service. The Company may add an extra visit charge equal to the service reconnection fee if service reconnection cannot be completed for any of the following reasons:

1. The customer does not provide the Company access to the premises, meter, or shut-off valve.
2. The customer's gas equipment is not in good and safe operating condition, as determined by the Company in its sole discretion.

(K) RETURNED PAYMENT FEE:

Any payment for any service covered herein which is returned by the financial institution on which it is issued will result in a fee of \$25.00 to the customer.

RULE NO. 7

DISCONTINUANCE AND RESTORATION OF SERVICE
(Continued)

(L) FIELD COLLECTION CHARGE:

The Company shall require payment of \$30.00 for any field call to the service location necessitated by the customer's non-payment of bills or for failure otherwise to comply with the tariff. Such charge will not be assessed if customer is not "at home" or if during such field call gas service is discontinued due to non-payment.

There shall be a \$30.00 Field Collection Charge if a payment collection is made at the time a Company representative makes a field call to the customer's premises to collect payment of a past due bill in order to avoid discontinuance of service.

RULE NO. 8

RENDERING AND PAYMENT OF BILLS

(A) BILLS PREPARED AT REGULAR INTERVALS:

Any service rendered by the Company obligates the customer and any other responsible person to pay for such service in accordance with the applicable rule or rate schedule of this Tariff.

Customers will be billed for service on a meter reading cycle determined by the Company. The meter reading cycle may be changed from time to time when such change is determined necessary by the Company. Typically, bills will be issued the next business day following the last cycle read.

Bills for gas service normally are rendered at regular monthly intervals. The Company may, at its option, read meters on a bi-monthly basis, rendering on alternate months an estimated billing based on average consumption during the preceding six months.

If any meter is read covering periods less than 54 days or more than 66 days for bi-monthly bill periods, or for periods of less than 27 days or more than 34 days for monthly billing period, the amount of the bill will be computed from a prorated schedule. The amount of the blocks in this schedule, including the minimum or service charge, is prorated on the basis of the number of days in the period to 30 days.

(B) OPENING AND CLOSING BILLS:

Closing bills for service are due and payable upon presentation and will be considered past due if payment is not received by the Company within 15 days after the closing bill is mailed to the customer.

Opening and closing bills for periods of less than 27 days or more than 34 days are computed in accordance with the prorated schedule mentioned under (A). However, if there is no gas consumption for a period of 5 days or less, no additional charge is made. For periods of 6 days or more involving no gas consumption, an additional charge is made based on the minimum consumption or service charge of the prorated schedule.

When the Company determines that the customer has an open account for gas service at one location and an unpaid closing bill at another location, the Company may transfer the unpaid closing bill to the open account, except that an unpaid closing bill for non-residential service may not be transferred to a residential account.

RULE NO. 8

RENDERING AND PAYMENT OF BILLS
(Continued)

(C) READINGS OF SEPARATE METERS NOT COMBINED:

For the purpose of making charges, each meter upon the customer's premises will be considered separately, and the readings of two or more meters will not be combined, except as follows:

1. Where combinations of meter readings are specifically provided for in rate schedules, or,
2. Where the Company's operating conveniences or necessity shall require the installation of two or more meters upon the customer's premises instead of one meter.

(D) BILLS DUE ON PRESENTATION:

Bills for gas service are due and payable upon presentation. Payment shall be made at the office of the Company, or at the Company's option, to duly authorized collectors of the Company. Bills will be considered past due if payment is not received by the Company within 20 days after the bill is transmitted by mail or through Electronic Presentment to the customer. If the past due amount is not paid, service may be terminated for non-payment in accordance with Rule 7A.

(E) LATE PAYMENT CHARGE:

A late payment charge of one percent (1%) per month (twelve percent (12%) per annum) shall be applied to any unpaid balance existing on the billing date provided that such billing date is more than twenty (20) days from the previous billing date.

(F) PRIVACY OF CUSTOMER INFORMATION:

To preserve customer privacy, the Company will not release customer information, including financial information, to a third party without the customer's electronic signature or written consent.

(G) ACCESSIBILITY TO READ METERS:

The customer is, at all times, required to ensure that the Company has access to its gas meter. If, for reasons outside of the Company's control, the meter cannot be read or accurate usage data is not available, the Company will notify the customer of the inaccessibility of the meter and bill the customer for estimated consumption during the affected billing periods. After sending a letter to the customer requesting access with no response and two (2) subsequent failed attempts to read the meter due to inaccessibility caused by the action or inaction of customer or customer's agent, the Company shall charge the customer \$50.00. After two (2) attempted meter re-reads where the customer had incurred a charge of \$50.00 per attempt, the Company shall send a letter to the customer's billing address notifying the customer that unless access is granted within thirty (30) days from the date of the letter, gas service may automatically be terminated.

RULE NO. 8

RENDERING AND PAYMENT OF BILLS
(Continued)

If the Company gets no response to the termination letter, or if the customer does respond but again fails to provide the Company access to the meter, the account may be terminated.

The Company shall install, as commercially reasonable, Encoding Receiver Transmitter (ERT") equipment to facilitate future meter access when access to the customer's meter is granted.

RULE NO. 9

NOTICES

Any notice the Company may give to any customer supplied with gas by the Company under and pursuant to the effective rules and regulations of the Company may be given by written notice, either delivered at the address hereinafter described in this rule, or properly enclosed in a sealed envelope and deposited in any United States Post Office, postage prepaid, addressed to the customer at the customer's place of address specified in the customer's application for service of gas, or in the customer's contract in case such customer has a contract for gas service, or at such address or electronic account as may be subsequently given in writing therefor by the customer to the Company at its office, e-mail, by phone that may utilize a voice mail system or messaging system, or in emergencies, orally.

Any notice from any customer to the Company under any of the Company's schedules or rates, or under and pursuant to the effective rules of the Company may be given to the Company by himself in person, or by an authorized agent at its office or by written notice properly enclosed in a sealed envelope and addressed to the Company's office, postage prepaid, and deposited in any United States Post Office, or by email provided by the customer to the Company at the time service is established, or subsequently by means described above.

RULE NO. 10

RATES AND OPTIONAL RATES

(A) EFFECTIVE RATES:

The rates to be charged by and paid to the Company for gas service will be the rates approved by the Public Utilities Commission of the State of Hawaii. Complete schedules of all rates in effect will be kept at all times in the Company's offices where they will be available for public inspection.

(B) OPTIONAL RATES:

Where there are two or more rate schedules applicable to any class of service, the Company or its authorized employees will call applicant's attention, at the time application is made, to the several schedules, and the customer must designate which rate or schedule he desires.

The Company will not be liable for any refunds for failure of the customer to take advantage of an optional rate which might reduce his cost for service if he has been notified that such optional rate is available.

(C) NEW OR REVISED RATES:

In the event of the adoption by the Company of new or optional schedules or rates, the Company will take such measures as may be practicable to advise those of its customers who may be affected that such new or optional rates are available.

(D) CHANGE OF RATES:

In the event that a customer desires to take service under a different schedule than that under which he is being served, the change will become effective for service rendered after the next regular meter reading following the date of notice to the Company, except, however, the Company may not be required to make a change in schedule after the first change until 12 months of service has been rendered under the schedule then in effect, unless a new schedule is authorized, or unless his operating conditions have changed to warrant a change in schedule.

RULE NO. 11

METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

(A) METER TESTS:

Any customer may, upon not less than five days' notice, require the Company to test his gas meter. No payment of deposit will be required from the customer for such test except:

When a customer whose average monthly bill for gas service is less than \$50.00 requests a meter test within six months after date of installation of the meter or more often than once in six months thereafter, a deposit to cover the reasonable cost of the test will be required of the customer, in accordance with the following:

- 1. For meters of rated capacities not exceeding 250 cubic feet per hour
..... \$6.00 per meter
- 2. For meters of rated capacities exceeding 250 cubic feet per hour but not exceeding 400 cubic feet per hour
..... \$10.00 per meter
- 3. For meters of rated capacities exceeding 400 cubic feet per hour but not exceeding 4,000 cubic feet per hour
..... \$20.00 per meter

The amount so deposited will be returned to the customer if the meter is found, upon test, to register more than 2% over or under the correct registration.

A customer shall have the right to require the Company to conduct the test in his presence, or if he so desires, in the presence of an expert or other representative appointed by him. A report giving the result of the test will be supplied to the customer within a reasonable time after completion of the test and a duplicate of such report shall be filed with the Public Utilities Commission. The report shall include the following data: the customer's name and address, date of the request for the test, type, make, size and number of the meter, location of the premises where the meter was installed, date of removal of the meter from the premises, meter reading at the time of removal of the meter from the premises, date of the test, and results of the test.

All meters will be tested at the time of their installation, and no meter will be placed in service which has not been adjusted to register within one (1) percent over or two (2) percent under the prover registration under conditions of normal operation.

RULE NO. 11

METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR
(Continued)

(B) ADJUSTMENT OF BILLS FOR METER ERROR:

1. When, as the result of any test, a meter is found to be more than 2% fast, the Company shall refund to the customer the overcharge, based on the corrected meter readings for one-half the period since the meter was last tested, but for not more than six months, unless it can be shown that the error was due to some cause, the date of which can be fixed. In this case, the overcharge shall be computed back to, but not beyond, such time.
2. If, in the case of domestic or residential service, the meter, upon test as herein provided, is found not to register, or to register less than 75% of the actual consumption, an average bill, or a bill for the gas consumed but not covered by the bills previously rendered for a period not to exceed three months, may be rendered to the customer by the Company.
3. If a meter for commercial service, upon test as herein provided, is found to register more than 2% slow, the Company may render a bill for gas consumed but not covered by bills previously rendered for a period not to exceed three months, provided that if the actual period of error exceeds three months and same can be definitely determined, the correction to be made, as herein provided, may cover such actual period, upon application to and order of the Public Utilities Commission.
4. However, if the metering adjustments amount to a credit of less than \$1.00 for an existing customer or \$2.00 for a former customer, no refund will be made. No billing will be made for adjustments less than \$1.00.

(C) ADJUSTMENT OF BILLS FOR OTHER ERRORS:

1. When a customer has been overcharged as a result of incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection of the meter, or other similar reasons, the amount of the overcharge shall be adjusted, refunded, or credited to the customer.
2. When a customer has been undercharged as a result of incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection of the meter, or other similar reasons, the amount of the undercharge may be billed to the customer for up to twelve months, provided that before billing the customer, the Company furnishes the customer with all the facts concerning the cause of the undercharge, the extent, and the basis for calculating the billed amount. The customer shall pay the undercharged amount within the same amount of time as the undercharged period unless another payment schedule is mutually agreed upon.

RULE NO. 11

METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR
(Continued)

(D) BILLING ERROR:

A billing error is the incorrect billing of an account due to an error by the Company which results in an incorrect charge to the Customer, during a two-(2) year period from the date such error is discovered. Billing errors include, but not limited to, incorrect meter reads, clerical errors, wrong daily billing factor, wrong connected load information, crossed meters, incorrect billing calculation, incorrect meter multiplier, or use of the wrong rate.

Field errors, such as installing the meter or regulator incorrectly, are also considered billing error. If a billing error occurs due to inaccuracies of meter reading recording or bills reflecting clerical errors or other descriptions of billing errors the bill could be corrected back to the date for which the overcharge or the undercharge may be reliably established.

Company shall be entitled to charge, but Customer shall not be entitled to any credit adjustment for Customer's failure to notify Company of changes in the customer's connected load, equipment or operation.

(E) ADJUSTMENT OF BILLS FOR UTILITY ERROR:

Where the Company overcharges or undercharges a customer as the result of a billing error, and the error exceeds \$5.00, the Company may render an adjusted bill to the customer for the amount of any undercharge, without interest, or shall issue a refund or credit to the customer for the amount of any overcharge, without interest, in accordance with the procedures and limitations set forth below:

1. Billing period will not exceed a two-(2) year period of adjustment.
2. Bills under \$5.00 will not be charged to the customer
3. Undercharge adjustment upon findings shall not exceed a twelve-(12) month period.
4. Overcharge refunds shall not exceed a twenty four (24) month period for all service schedules.

Undercharges:

When it is found that the error in a meter is due to causes, the date of which can be reliably established, the undercharge may be computed back to the date, provided, however, that in no case will a bill for an undercharge exceed a twelve (12) month period for all service schedules, unless directed by the Public Utilities Commission.

Overcharges:

When it is found that the error in a meter is due to causes, the date of which can be reliably established, the overcharge may be computed back to that date, provided, however, that in no case will a refund for an overcharge exceed a twenty-four (24) month period for all service schedules, unless directed by the Public Utilities Commission.

RULE NO. 12

TEMPORARY SERVICE

Temporary service, as herein considered, refers to service of a temporary nature, and to operations of a speculative character or of questionable permanency.

The Company will furnish temporary service under the following conditions:

1. The applicant for such temporary service shall be required to pay to the Company in advance or otherwise, as the Company may elect, the net cost of installing and removing any facilities necessary in connection with the furnishing of such service by the Company.
2. Each applicant for temporary service shall be required to establish credit as required by Rule No. 5.
3. Nothing in this rule shall be construed as limiting or in any way affecting the right of the Company to collect from the customer any other or additional sum of money which may become due and payable to the Company from the customer by reason of the temporary service furnished hereunder.
4. In the event that a customer shall have operated the gas equipment or apparatus originally installed by him, or its equivalent, for a period of 36 consecutive months from the date service is first delivered under this rule, and provided the customer's business has proved its permanency to the entire satisfaction of the Company, the payment made by the customer pursuant to Section 1 hereof, shall be adjusted to the basis of Rule No. 13 or 14, provided the customer complies with all the rules applicable to gas service.
5. Where necessary the Company shall require a grant of rights satisfactory to it to construct, operate and maintain lines on property in order to provide temporary service.

RULE NO. 13**MAIN EXTENSION AND SERVICE CONNECTIONS****GENERAL:**

Main extensions along proposed or existing streets, paved or unpaved, and service connections on and off customer's property must be considered individually. The amount of any installation charge will depend on cost of installation, potential load, number of customers, availability of pipe, etc.

(A) Main Extension and Service Connection to Service Bona Fide Prospective Customers**1. Applicability**

One or more bona fide prospective permanent residential or commercial customers, or subdivisions and developments, for which adjusted revenue can reasonably be estimated.

2. Extension Allowance

The Company will construct distribution main extensions and/or service piping to service one or more bona fide prospective permanent residential or commercial customers, including those within subdivisions and developments, provided that the estimated adjusted revenue therefrom shall equal or exceed the cost of construction. Before the commencement of construction, the estimated adjusted revenue shall be calculated on the then current base gas rates less the fuel cost as shown in the applicable tariff, for a period of 3 years ("revenue review period"). The revenue review period for a customer under this Rule 13 (A) shall be the last 3 consecutive years of the 5-year period immediately following the Company's anticipated date of the commencement of construction of the customer's distribution main extension and/or service piping. All such facilities shall remain the property of the Company.

3. Extensions Beyond Allowance

If the cost of construction exceeds the estimated 3 year adjusted revenues, the prospective customer, subdivider or developer must contribute such excess cost prior to the commencement of construction, or at the Company's option and after the customer shall have established credit, with the initial bill for service. The cost of service piping in excess of 60 feet inside the property line shall be borne by the prospective customer, subdivider or developer. All such facilities shall remain the property of the Company. Exceptions to this expenditure limitation may be made where the Company considers it to be in the public interest.

4. Refunds

If during the first three (3) years from date of original installation, subsequent customers requesting service from a main or service connection for which previous customers have contributed any portion of the cost, such subsequent customers shall pay a reasonable allocated portion of the originally contributed amount. This amount shall be distributed proportionately to the previous contributors. In no case shall the refund exceed the contributed amount for that section of the main or service piping. No interest will be paid on the contributions made by the customer, subdivider, or developer.

RULE NO. 13

MAIN EXTENSION AND SERVICE CONNECTIONS
(Continued)

(B) Subdivision or Developments for which a substantial portion of the adjusted revenue cannot be estimated.

1. Applicability

For subdivisions or developments for which a substantial portion of the adjusted revenue therefrom cannot reasonably be estimated prior to the installation of any required main extensions or service connections.

2. Advances

The Company will construct distribution main extensions and/or service piping ("line extension") prior to applications for service by the permanent customers when the subdivider or developer makes an advance of the entire estimated cost of the line extension. All such facilities shall remain the property of the Company. The Company may postpone for one year collecting that part of the advance which it estimates would be refunded during the first year on the basis of estimated 3 year adjusted revenue from permanently connected customers.

3. Refunds

Refunds will be made to the subdivider or developer making the advance when permanent customers within the subdivision or development are connected to the line extension based on the estimated adjusted revenue, calculated on the then current base gas rates less the fuel cost as shown in the applicable tariff, for a period of 3 years from such permanent customers in the subdivision or development. If permanent customers within the subdivision or development require line extension from the existing lines within the subdivision or development, such permanent customers shall be considered as individual applicants under Rule 13 (A) herein and entitled to the extension allowance in computing any advance that may be due. The subdivider or developer shall only be entitled to a refund in the amount of a permanent customer's extension allowance less the cost of the line extension to serve such permanent customer and shall not be entitled to any credits for individual line extension requests where the permanent customer is required to make an advance payment to the utility. The total amount to be refunded is limited to the amount of the advance made by the subdivider or developer and no refund will be made after six years from the date of the advance. No interest will be paid on these advances made by the subdivider or developer.

The subdivider or developer shall not be entitled to any refund from permanent customers attaching to the line outside of the subdivision or development boundaries including another subdivision or development that may connect to the line for which the first developer or subdivider contributed an advance to the utility.

RULE NO. 14

SERVICE CONNECTION MAINTENANCE AND FACILITIES
ON CUSTOMER'S PREMISES

(A) MAINTENANCE OF SERVICE CONNECTIONS:

The materials furnished by the Company, at its own expense, in the construction or operation of service extensions will at all times be and remain the sole property of the Company, which will have the right, by its agents or employees, to enter upon the property of the customer and remove such materials after the customer shall cease taking service from the Company.

The materials furnished by the customer in the construction of service connections will at all times be and remain the sole property of the customer, but so long as such materials shall be used by the Company to furnish service to the customer, the Company will make all ordinary repairs thereon and have sole control of the same, except for piping and facilities beyond the meter.

(B) METERS AND APPLIANCES:

All meters, regulators, service pipe, appliances, fixtures, etc., installed by the Company at its expense upon the customer's premises for the purpose of delivering gas to the customer shall continue to be the property of the Company, and may be repaired, replaced or removed by the Company at any time.

No rent or other charge whatsoever will be made by the customer against the Company for placing or maintaining said meters, regulators, service pipe, appliances, fixtures, etc., upon the customer's premises. All meters may be sealed or soldered by the Company, and no such seal or solder shall be tampered with or broken except by a representative of the Company appointed for that purpose. The customer shall exercise reasonable care to prevent the meters, regulators, service pipe, appliances, fixtures, etc., of the Company upon said premises from being injured or destroyed, and shall refrain from interfering with the same, and, in the case any defect therein shall be discovered, shall notify the Company.

The Company shall have the right to remove any and all of its facilities installed on customer's premises at the termination of service.

(C) METER INSTALLATION:

All meters will be installed by the Company in some convenient place approved by the Company upon the customer's premises, and so placed as to be at all times accessible for inspection, reading and testing.

RULE NO. 14

SERVICE CONNECTION MAINTENANCE AND FACILITIES
ON
CUSTOMER'S PREMISES
(Continued)

(D) COMPANY'S RIGHT OF INGRESS TO AND EGRESS FROM CUSTOMER'S PREMISES:

The Company shall at all times have the right of ingress to and egress from the customer's premises at all reasonable hours for any purpose reasonably connected with the furnishing of gas, and the exercise of any and all rights secured to it by law, or these Rules.

(E) CUSTOMER RESPONSIBLE FOR EQUIPMENT FOR RECEIVING GAS:

The customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all regulators, gas mains, appliances, fixtures and apparatus, of any kind or character, which may be required beyond the meter for receiving gas from the Company, and for applying and utilizing such gas, including all necessary protective appliances and suitable housing therefor, and the Company shall not be responsible for any loss or damage occasioned or 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 such regulators, service pipes, gas mains, appliances, fixtures or apparatus.

(F) SERVICE CONNECTIONS MADE BY COMPANY'S EMPLOYEES:

Only duly authorized employees of the Company are allowed to connect the customer's service to, or disconnect the same from, the Company's gas mains.

(G) ITEMS AND EQUIPMENT FURNISHED BY COMPANY:

In providing service to a customer the Company will furnish and maintain all necessary equipment to deliver gas to the meter outlet including, but not limited to, the following: service tee, pipe and fittings of adequate size, shut-off valve, pressure regulator and meter.

RULE NO. 14

SERVICE CONNECTION MAINTENANCE AND FACILITIES
ON
CUSTOMER'S PREMISES
(Continued)

(H) SERVICE ESTABLISHMENT FEES

The Company shall charge and collect a service fee of \$30.00 for each service establishment that the Company makes at the customer's request during normal business hours. If the customer requests that the service establishment be performed outside of the Company's normal business hours, which includes same day service, the fee shall be \$85.00. This charge shall be in addition to any charge calculated in accordance with any other rate or rule. The Company may add an extra visit charge equal to the service fee if service establishment cannot be completed for any of the following reasons:

1. The customer does not provide the Company access to the premises, meter, or shut-off valve.
2. The customer equipment is not in good and safe operating condition, as determined by the Company in its sole discretion.

RULE NO. 15

SUPPLY TO SEPARATE PREMISES AND RE-SALE OF GAS

Where the Company has adequate service facilities to supply separate premises, such separate premises shall be supplied with gas through the same meter where the customer can obtain an easement or right of way connecting said separate premises suitable for the connection of gas service and the buildings are owned, leased, or operated by the same customer. Unless specially agreed upon in writing with the Company, the customer shall not re-sell any of the gas received by him from the Company to any other person or for any other purpose, or on other premises than specified in his application for service.

Owners or lessees of apartment houses or other buildings may re-sell gas to tenants of such houses or buildings, provided the charge to the sub-customer for such service is absorbed in the rental charge for the premises occupied by him.

In the event that such service is re-sold otherwise than as provided for above, the Company shall have the right at its option, either to discontinue service to the customer, or to furnish gas directly to the sub-customer.

RULE NO. 16

SHORTAGE OF SUPPLY AND INTERRUPTION OF DELIVERY

The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of gas to the customer, but does not guarantee continuity or sufficiency of supply. The Company will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind or character occasioned thereby, if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.

The Company whenever it shall find it necessary for the purpose of making repairs or improvements to its system, will have the right to suspend temporarily the delivery of gas, but in all cases, as much reasonable notice thereof as circumstances will permit, will be given to the customers, and the making of such repairs or improvements will be prosecuted as rapidly as may be practicable, and if practicable, at such times as will cause the least inconvenience to the customers.

Should a shortage of supply ever occur, the Company will apportion its available supply of gas among its customers as authorized or directed by the Public Utilities Commission. In the absence of a Commission order, the Company will apportion the supply in the manner that appears to it most equitable under conditions then prevailing. Any rules, regulations, rate or contracts of the Company which are inconsistent with such order or plan shall be deemed suspended while such order or plan is in effect and the Company shall not be liable when it acts in substantial compliance with such order or plan.

RULE NO. 17

FREE SERVICE POLICY

(A) ADJUSTMENT SERVICES:

When conditions of service are altered, resulting from changing gas quality or pressure, the Company will make minor adjustments on any and all makes of gas appliances without charge and irrespective of whether such equipment is sold by the Company or by dealers. However, as it is the policy of the Company to encourage dealer sales of American Gas Association or Company approved equipment, no major adjustments such as changing or repairing parts, raising or lowering burners, changing orifices, etc., will be undertaken on other than A.G.A.- or Company-approved appliances.

(B) LINE SERVICE:

The Company will perform without charge, all necessary work to ensure an adequate supply of gas to the premises of an active customer up to and including the meter. A gas leak must be stopped immediately without regard to location, although the Company will not repair gas piping beyond the gas meter without charge.

(C) CONDITIONS TO FREE SERVICE:

No adjustments will be undertaken if customer's equipment is in such condition that any attempt to render service might aggravate the condition or cause damage.

No work involving free service will be done outside the normal working hours except in cases of emergency (hazards, accidents, leaks, no gas, etc.).

(D) SERVICE CHARGES ON EQUIPMENT:

Services which are beyond the free service policy of the Company are subject to charges based upon approved billing formulas and flat rate charges. Such work is known as flat price jobs and time and material jobs. The Company will perform all such jobs desired by the customer provided (1) it is equipped to do so, (2) the equipment is of standard design and construction (A.G.A. standard), and (3) is suitable for and is used on service furnished by the Company.

Work performed outside of normal working hours may be charged for at overtime rates. Abnormal service involving special trips to vendors to secure parts for an appliance, of a type not sold by the Company, will be subject to a charge for time consumed.

RULE NO. 17

FREE SERVICE POLICY
(Continued)

No job will be accepted and no work will be performed if a customer's equipment is in such condition that an attempt to make repairs may aggravate the condition or cause damage, unless an agreement is made in writing that the customer will assume all risk. If equipment or piping is in a condition to create danger and emergency repairs cannot be made to render the equipment safe, the serviceman shall (1) shut off the gas at the meter, (2) notify the customer, (3) immediately notify his supervisor and (4) so note on the work order.

All charges made under this section are due and payable upon presentation of an invoice or bill prepared in sufficient detail. Charges which remain unpaid more than 30 days from the billing date shall be subject to a finance charge of not more than 1-1/2 percent per month.

RULE NO. 18

CONDITIONS OF SERVICE

Except in cases of emergencies, physical services the Company is required to provide under this tariff, whether at no charge or at rates authorized by approved tariff, shall be performed during normal Company working hours. The customer may be charged, to cover added costs incurred by the Company, for abnormal or after-hours service done at the request of the customer.

RULE NO. 19

FIRM SERVICE FUEL CLAUSE

RULE 19A: Clause "A": Applicability: Island of Oahu;
Rate schedules: 10, 20, 30, 50, 55, 60, 65, 70 & 80.

The base rates shown on the rate schedules to which this Rule 19A applies are based on a fuel cost of \$1.57186 per therm of gas. When the fuel cost per therm of gas is more or less than \$1.57186 per therm, there shall be a corresponding increase or decrease in the commodity charge there indicated.

The base rates shall be increased or decreased 0.10975 cents per therm for each increase or decrease of **0.10** cents (rounded up or down) in the fuel cost per therm. Changes in rates become effective on the billings commencing on the first of the month following the change in fuel cost.

RULE 19B: Clause "B": Applicability: Islands of Maui, Molokai, Kauai, Lanai, & Hawaii

Table 19

	<u>Hawaii</u>	<u>Maui</u>	<u>Kauai</u>	<u>Molokai</u>	<u>Lanai</u>
Applicable Rate Schedules	410, 420, 430, 450, 460, 510, 520, 530, 550, 560	110, 120, 130, 150, 160	310, 320, 330, 350, 360	220	620
Fuel Cost in Base Rates	\$1.34365/therm	\$1.34365/therm	\$1.34365/therm	\$1.34365/therm	\$1.34365/therm

The base rates shown on the rate schedules to which this applies are based on the Fuel Cost in Base Rates as indicated in Table 19 for each island, which includes the weighted average net cost of LP gas per therm, including taxes, as derived from billings to HAWAI'IGAS from its gas suppliers for CIF deliveries to Hawaiian ports. When the weighted average cost per therm is more or less than the Fuel Cost in Base Rates for each respective island, there shall be a corresponding increase or decrease in the commodity charge there indicated.

The base rates shall be increased or decreased 0.11445 cents per therm for each increase or decrease of **0.10** cents (rounded up or down) in the fuel cost per therm. Changes in rates become effective on the billings commencing on the first of the month following the change in fuel cost.

RULE 19C: Clause "C": Applicability: Islands of Oahu, Maui, Molokai, Kauai, Lanai, & Hawaii;
Rate Schedules: 30, 130, 330, 430, 530,
50, 55, 150, 350, 450, 550
60, 160, 360, 460, 560,
65.

The Non-Fuel Rate is the base rate shown on the respective Rate Schedule, less the fuel cost.

RULE NO. 20

GOVERNMENTAL CLAUSE

Rates and charges to customers by the Company may be subject to taxes and fees by state, county and municipal authorities. Such taxes and fees will be applied to the Company's rates and charges for services as may be prescribed by the Public Utility Commission of the State of Hawaii and may change from time to time.

Current taxes and fees are embedded within the base rates of the Company's rate schedules and are as follows.

1. Franchise Tax:

Imposed by: County and municipal governments.
Rate: **2.5** percent of gas revenues.

2. Public Utility Fee:

Imposed by: The State of Hawaii.
Rate: **0.5** percent of gross revenues.

3. Public Utility Tax:

Imposed by: The State of Hawaii.
Rate: **5.885** percent of gross revenues.

RULE NO. 21

SNG INTERRUPTIBLE SERVICE FUEL CLAUSE

RULE 21A: Applicability: Island of Oahu, in areas where SNG service is available;
 Rate Schedules: 91 and 92

The base rates shown on the rate schedules to which this Rule 21A applies are based on a fuel cost of \$1.28005 per therm of gas. When fuel cost per therm of gas is more or less than \$1.28005 per therm, there shall be a corresponding increase or decrease in the commodity charge there indicated.

The base rates shall be increased or decreased **0.10975** cents per therm for each increase or decrease of **0.10** cents (rounded up or down) in the fuel cost per therm. Changes in rates become effective on the billings commencing on the first of the month in which the change in fuel cost is effective.

The Non-Fuel Rate is the base rate shown on the respective Rate Schedule, less the fuel cost.