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SOUTHWEST GAS CORPORATION

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Roger C. Montgomery, Vice President/Pricing

AZ CORP COMMISSION
DOCUMENT CONTROL

June 3, 2005

Arizona Corporation Commission
DOCKETED

JUN - 7 2005

Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007-2996

DOCKETED BY	KA
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Subject: Docket Nos. G-01551A-02-0425 and G-01970A-02-0425
Decision No. 66101

By letter dated June 3, 2005, Southwest Gas Corporation (Southwest) requested withdrawal of its February 24, 2005 compliance filing for the Page Propane Division. In that letter, a copy of which is attached, Southwest indicated it would make a substitute filing. Therefore, Southwest herewith tenders an original and thirteen (13) copies of the following tariff sheets applicable to its Arizona Propane tariff No. 1:

Original A.C.C. Sheet Nos. 1 through 30

Southwest submits this filing in compliance with Decision No. 66101 (Decision) in Docket No. G-01551A-02-0425 dated July 25, 2003. The Decision requires that Southwest file for approval to begin offering the Page Division propane customers service options that are available to Southwest's natural gas customers, if the sale of the Page Division property were not completed within 18 months of the Decision.

As part of this filing, Southwest files Arizona Propane Tariff No. 1 for Page, Arizona. Southwest proposes that this tariff replace in its entirety the currently effective tariff of Black Mountain Gas Company (BMG) for the Page Arizona Division. Southwest's proposed Propane Tariff No. 1, and the currently effective BMG tariff are included in this filing as Attachments 1a and 1b, respectively. The proposed Tariff includes provisions for the additional services, as required, as well as several administrative changes. New services added to the Page Tariff are summarized below.

LOW INCOME RATE ASSISTANCE PILOT PROGRAM

Southwest proposes to offer a Low Income Rate Assistance (LIRA) Pilot Program for eligible Page propane customers served under Schedule No. PR-1 [Residential Gas Service]. Under the program, eligible customers will receive a \$12.10 discount during each of the winter months [November through April] – i.e., \$72.60 annually. Southwest will record the program costs in a regulatory asset account



June 3, 2005
Page Two

and will seek recovery of the deferred amounts in the next Page, Arizona general rate case.

The proposed discount is commensurate with the average annual discount currently received by Southwest's other natural gas customers in Arizona. Further, based on Southwest's experience in other Arizona communities with similar demographics, Southwest estimates participation by approximately fifteen percent [15%] of the Page customers. Accordingly, the initial annual program cost is estimated at \$12,500. A derivation of the estimated program cost is included in Attachment 2 to this filing.

BILLING OPTIONS

Southwest proposes to offer Page, Arizona propane customer's billing and payment options that are currently offered to its Arizona natural gas customers.

Summary Billing provides customers who have several individual accounts with the option of receiving a summary bill with summarized billing data for these accounts.

Equal Payment Plan (EPP) provides residential customers with the option of paying their annual estimated bill over 12 equal monthly payments. This allows customers to mitigate high winter bills by spreading winter bill amounts to the summer months.

Landlord Agreements allows the owner of a rental unit to automatically continue service in the landlord's name when a tenant requests disconnection of service.

The Deferred Payment Plan option offers to qualifying residential customers a payment plan for customers to retire unpaid bills for utility service to avoid termination of utility service.

Electronic Billing provides residential customers with the option to receive, view, and pay their gas bills electronically.

Respectfully submitted,

SOUTHWEST GAS CORPORATION

By 
Roger C. Montgomery

Attachments

- c Mr. Robert Gray, ACC
- Mr. Steve Irvine, ACC
- Mr. Ernest Johnson, ACC
- Mr. Stephen Ahearn, RUCO



SOUTHWEST GAS CORPORATION

Roger C. Montgomery, Vice President/Pricing

June 3, 2005

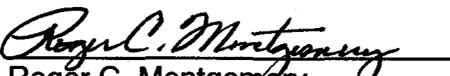
Mr. Ernest Johnson
Arizona Corporation Commission
Compliance Section, Utilities Division
1200 West Washington Street
Phoenix, Arizona 85007

Re: Docket Nos. G-01551A-02-0425 & G-01970A-02-0425
Decision No. 66101 – Withdrawal of February 24, 2005 Filing

Southwest Gas Corporation (Southwest) hereby respectfully withdraws the February 24, 2005 filing which Southwest submitted in the above-referenced Dockets. Simultaneous with the filing of this letter, Southwest is making a separate filing in the above-referenced Dockets which, essentially, is a substitute for the February 24, 2005 filing.

Respectfully submitted,

SOUTHWEST GAS CORPORATION

By 
Roger C. Montgomery

c Mr. Robert Gray, ACC
Mr. Steve Irvine, ACC
Docket Control, ACC
Mr. Steven Ahearn, RUCO

Attachment 1a:
Proposed Tariff Sheets
for
Page Arizona Propane Tariff No. 1

SOUTHWEST GAS CORPORATION

P.O. Box 98510

Las Vegas, Nevada 89193-8510

Arizona Propane Tariff No. 1

Canceling _____ Original _____ A.C.C. Sheet No. 1
_____ A.C.C. Sheet No. _____

TARIFF SCHEDULES

Applicable to

PROPANE SERVICE

of

SOUTHWEST GAS CORPORATION

Operating in
Page, Arizona

These tariff schedules have been authorized by the Arizona Corporation Commission and are the effective rates and rules of this Utility.

Service will be furnished in accordance with these tariff schedules and no officer, employee or representative of the Utility has any authority to waive, alter or amend these tariff schedules or any parts thereof in any respect.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

SOUTHWEST GAS CORPORATION

P.O. Box 98510

Las Vegas, Nevada 89193-8510

Arizona Propane Tariff No. 1

Original A.C.C. Sheet No. 2
Canceling _____ A.C.C. Sheet No. _____

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The following listed sheets contain all of the effective rules and regulations affecting rates and service and information relating thereto in effect on and after the date indicated thereon:

	<u>A.C.C. Sheet No.</u>	
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Table of Contents	2- 3	
Preliminary Statement	4	
Statement of Rates - Effective Sales Rates Applicable to Page, Arizona Schedules	5	
<u>Schedule No.</u>	<u>Title of Sheet</u>	
PR-1	Residential Gas Service	6- 7
PR-2	Commercial Gas Service	8
<u>SPECIAL SUPPLEMENTARY TARIFF</u>		
	Purchased Gas Cost Adjustment Provision	9-10

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John P. Hester
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SOUTHWEST GAS CORPORATION

P.O. Box 98510

Las Vegas, Nevada 89193-8510

Arizona Propane Tariff No. 1

Canceling _____ Original _____ A.C.C. Sheet No. 3
A.C.C. Sheet No. _____

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RULES

<u>Rule No.</u>	<u>Title of Sheet</u>	<u>A.C.C. Sheet No.</u>
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2	Availability	14
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PRELIMINARY STATEMENT

Southwest Gas Corporation is engaged in the business of purchasing and selling gas at retail in Page, Arizona.

These tariff schedules are designed to govern the supplying and taking of gas service in such manner as will secure to each customer the greatest practicable latitude in the enjoyment of service, consistent with good service to the customer and other customers, and with safety to customers and the Utility.

These tariff schedules are on file with the Arizona Corporation Commission of the State of Arizona, are available for review at the Utility's offices and on its Internet Web site (www.swgas.com). They are a part of every contract for service and govern all classes of service, except where specific provisions in contracts or schedules modify same. All prior rules, customs or alleged understandings are hereby rescinded.

When any change is proposed to these tariffs, attention shall be directed to such change on the tariff sheet(s) filed with the Commission by the symbols as set forth below:

- (C) To signify changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify increase.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text with no change in rate, rule, or condition.

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STATEMENT OF RATES
EFFECTIVE SALES RATES APPLICABLE TO PAGE, ARIZONA SCHEDULES (1)

Description	Base Tariff		Fuel Adjustment		Effective Rate
	Margin	Gas Cost	Monthly Gas Cost Adjustment	Rate Adjustment (2)	
<u>PR-1 – Residential Gas Service (3)</u>					
Basic Service Charge	\$ 6.00				\$ 6.00
Commodity Charge per Therm:					
All Usage	\$.6593	\$.5500	\$.4107	\$.0571	\$ 1.6771
<u>PR-2 – Commercial Gas Service</u>					
Commercial (no gas included)	\$ 18.00				\$ 18.00
Commodity Charge per Therm:					
All Usage	\$.5593	\$.5500	\$.4107	\$.0571	\$ 1.5771

SERVICE CHARGES

Establishment of Service	\$ 20.00
Re-Connection of Service – Regular Hours	\$ 30.00
Re-Connection of Service – After Hours	\$ 45.00
Service Calls – Per Hour – Regular Hours	\$ 30.00
Services Calls – Per Hour – After Hours	\$ 45.00
Meter Re-Read Charge – If Correct	\$ 25.00
Meter Test Fee – Per Hour – If Correct	\$ 25.00
NSF Check 1	\$ 15.00
Late Charge – Per Month	1.50%

Notes:

- (1) All charges are subject to adjustment for any applicable taxes or governmental impositions.
- (2) The Rate Adjustment includes \$.0571 per therm to reduce the unrecovered balance in the Gas Cost Balancing Account.
- (3) Customers receiving the Low Income Ratepayer Assistance Discount Pilot Program shall receive up to a \$12.10 discount on their winter bills, not to exceed their monthly bill.

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Docket No. G-01551A-02-0425

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John P. Hester
Vice President

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Decision No. _____

SCHEDULE NO. PR-1

RESIDENTIAL GAS SERVICE

AVAILABILITY

Available to all residential customers within the utility's certificated service area where facilities of adequate capacity and pressure are adjacent to the point of delivery.

APPLICABILITY

Applicable to all gas service supplied through one point of delivery and measured through one meter. Not applicable to temporary, standby, supplementary or resale service.

RATES

The basic service charge and commodity charge are set forth in the currently effective Statement of Rates of this Arizona Propane Tariff and are incorporated herein by reference.

MINIMUM CHARGE

The minimum charge per meter per month is the basic service charge.

SPECIAL CONDITIONS

The charges specified for this schedule are subject to adjustment for the applicable proportionate part of any taxes or governmental impositions which are assessed on the basis of the gross revenues of the Utility.

PURCHASED GAS ADJUSTMENT CLAUSE

The rates specified for this schedule are subject to increases or decreases in the cost of gas purchased in accordance with those provisions set forth in the "Special Supplementary Tariff, Purchased Gas Cost Adjustment Provision," contained in this Arizona Propane Tariff.

RULES AND REGULATIONS

The standard Rules and Regulations of the Utility as authorized by the Commission shall apply where consistent with this schedule.

Issued On _____
Docket No. G-01551A-02-0425

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John P. Hester
Vice President

Effective _____
Decision No. _____

SCHEDULE NO. PR-1

RESIDENTIAL GAS SERVICE
(Continued)

LOW INCOME RATEPAYER ASSISTANCE DISCOUNT PILOT PROGRAM

1. Eligibility requirements for Low Income Ratepayer Residential Gas Service Discount are set forth on the Utility's Application and Declaration of Eligibility for Low Income Ratepayer Assistance form. Customers must have an approved application form on file with the Utility. Recertification will be required prior to November 1 every two years and whenever a customer moves to a new residence within the Utility's service area.
2. Eligible customers will receive a discount on their bill from November through April of each year. This discount is set forth in the currently effective Statement of Rates Footnote 3 of Sheet No. 5 of this Arizona Propane Tariff, and is incorporated herein by reference. The discount will commence with the next regularly scheduled billing period after the Utility has received the customer's properly completed application form or recertification.
3. Eligibility information provided by the customer on the application form may be subject to verification by the Utility. Refusal or failure of a customer to provide current documentation of eligibility acceptable to the Utility, upon request of the Utility, shall result in removal from or ineligibility for this discount.
4. Customers who wrongfully declare eligibility or fail to notify the Utility when they no longer meet the eligibility requirements may be rebilled for the period of ineligibility appropriately.
5. It is the responsibility of the customer to notify the Utility within 30 days of any changes in the customer's eligibility status.
6. Customers with connected service to pools, spas or hot tubs are eligible for this discount only if usage is prescribed in writing by a licensed physician.
7. All monetary discounts will be recorded in a deferral account established by the Utility.
8. The initial program cap shall be \$12,500.

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Vice President

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SCHEDULE NO. PR-2

COMMERCIAL GAS SERVICE

AVAILABILITY

Available to all commercial customers within the utility's certificated service area where facilities of adequate capacity and pressure are adjacent to the point of delivery.

APPLICABILITY

Applicable to all gas service supplied through one point of delivery and measured through one meter. Not applicable to temporary, standby, supplementary, or resale service.

RATES

The basic service charge and commodity charge are set forth in the currently effective Statement of Rates of this Arizona Propane Tariff and are incorporated herein by reference.

MINIMUM CHARGE

The minimum charge per meter per month is the basic service charge.

SPECIAL CONDITIONS

The charges specified for this schedule are subject to adjustment for the applicable proportionate part of any taxes or governmental impositions which are assessed on the basis of the gross revenues of the Utility.

PURCHASED GAS ADJUSTMENT CLAUSE

The rates specified for this schedule are subject to increases and decreases in the cost of gas purchased in accordance with those provisions set forth in the "Special Supplementary Tariff, Purchased Gas Cost Adjustment Provision," contained in this Arizona Propane Tariff.

RULES AND REGULATIONS

The standard Rules and Regulations of the Utility as authorized by the Commission shall apply where consistent with this schedule.

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SPECIAL SUPPLEMENTARY TARIFF
PURCHASED GAS COST ADJUSTMENT PROVISION

APPLICABILITY

This Purchased Gas Cost Adjustment Provision (PGA) shall apply to all schedules of this Arizona Propane Tariff.

CHANGE IN RATES

Sales rate schedules covered by this provision include a base cost of gas (BCOG) of \$.5500 per therm. In accordance with Decision No. 61225, a monthly adjustment to the BCOG will be made through a change in the PGA rate that is based upon the rolling 12-month average of actual purchased gas costs and sales. In accordance with Decision No. 62994, the PGA rate calculated for the month cannot be more than \$.1600 per therm different than any PGA rate in effect during the preceding 12 months.

BANK BALANCE

The Utility shall establish and maintain a Gas Cost Balancing Account, if necessary, for the schedules subject to this provision. Entries shall be made to this account each month, if appropriate, as follows:

1. A debit or credit entry equal to the difference between (a) the actual purchased gas cost for the month and (b) an amount determined by multiplying the average purchased gas cost included in the sum of the Base Tariff Rate Gas Cost and the Monthly Gas Cost Adjustment as set forth on Sheet No. 3 of this Arizona Propane Tariff by the therms billed during the month under the applicable schedules of this Arizona Propane Tariff.
2. A debit or credit entry equal to the therms billed during the month under the applicable schedules of this Arizona Propane Tariff, multiplied by the Gas Cost Balancing Account Adjustment, if any, reflected in the rates charged during the month.
3. A debit or credit entry for refunds or payments authorized by the Commission.
4. A debit or credit entry for interest to be applied to over- and under-collected bank balances based on the non-financial three-month commercial paper rate for each month contained in the Federal Reserve Statistical Release G-13, or its successor publication.

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SOUTHWEST GAS CORPORATION

P.O. Box 98510

Las Vegas, Nevada 89193-8510

Arizona Propane Tariff No. 1

Canceling _____

Original _____

A.C.C. Sheet No. _____

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A.C.C. Sheet No. _____

**SPECIAL SUPPLEMENTARY TARIFF
PURCHASED GAS COST ADJUSTMENT PROVISION**

(Continued)

MONTHLY INFORMATION FILINGS

Each month the Utility shall make a cost of gas informational filing with Commission Staff to include any and all information required by Decision No. 61225. Additionally, the Utility shall file revised tariff sheets that include the most current month's surcharge amount.

ADDITIONAL REQUIREMENTS

A special PGA review is required if the PGA bank balance reaches an over- or under-collection in the amount of \$60,000. The Utility must file for an application for an adjustment within forty-five (45) days of completing the Monthly Informational Filing that illustrates the threshold has been exceeded or contact the Commission to discuss why a PGA rate adjustment is not necessary at this time.

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Decision No. _____

RULE NO. 1

DEFINITIONS

For the purpose of these Tariffs, the terms and expressions listed below shall have the meanings set forth opposite:

Applicant:	A person requesting the Utility to supply gas service.
Application:	A request to the Utility for gas service.
Arizona Corporation Commission:	The regulatory authority of the State of Arizona having jurisdiction over the public service corporations operating in Arizona.
Basic Service Charge:	A fixed amount a customer pays the Utility for the availability of gas service, independent of consumption, as specified in the Utility's tariffs.
Electronic Billing Service Provider:	An agent of the Utility that provides electronic bill presentment and payment service for the Utility and serves as a common link between the Utility and the customer.
Meter:	The instrument for measuring and recording the volume of gas that has passed through it.
Meter Tampering:	A situation where a meter or meter piping has been illegally altered. Common examples are meter bypassing and other unauthorized connections.
Ownership:	The legal right of possession or proprietorship of the premise(s) where service is established.
Person:	Any individual, partnership, corporation, governmental agency, or other organization operating as a single entity.
Point of Delivery:	The point where pipes owned, leased, or under license by a customer and which are subject to inspection by the appropriate city, county or state authority, connect to the Utility's pipes or at the outlet side of the meter.

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RULE NO. 1

DEFINITIONS
(Continued)

Premises:	All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by public streets, alleys or railways.
Regular Working Hours:	Except for Utility-observed holidays, the period from 8 a.m. to 5 p.m., Monday through Friday.
Residential Dwelling:	A house, apartment, townhouse or any other permanent residential unit that is used as a permanent home.
Residential Use:	Service to customers using gas for domestic purposes such as space heating, air conditioning, water heating, cooking, clothes drying, and other residential uses and includes use in apartment buildings, mobile home parks, and other multi-unit residential buildings.
Service Area:	The territory in which the Utility has been granted a certificate of convenience and necessity and is authorized by the Commission to provide gas service.
Service Line:	Utility's supply line extending from its main line to a point on or adjacent to a customer's premises where the Utility-owned meter is located, which shall be known as the Point of Delivery.
Service Line Extension:	Consists of a service line provided for a new customer at a premise not heretofore served, in accordance with the service line extension rule.
Service Establishment Charge:	A charge as specified in the Utility's tariffs for establishing a new account.
Service Reconnect Charge:	A charge as specified in the Utility's tariffs which must be paid by the customer prior to reconnection of gas service each time the service is disconnected.

RULE NO. 1

DEFINITIONS

(Continued)

- Tariffs:** The documents filed with and approved by the Commission which list the rules, regulations, services, and products offered by the Utility and which set forth the terms and conditions and a schedule of the rates and charges for those services and products.
- Tariff Sheets:** The individual sheets included in the tariff.
- Therm:** A unit of heating value, equivalent to 100,000 British thermal units (Btus).
- Utility:** The public service corporation providing gas service to the public in compliance with state law.
- Winter Season:** The six-month period beginning November 1 and ending April 30.

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Decision No. _____

SOUTHWEST GAS CORPORATION

P.O. Box 98510

Las Vegas, Nevada 89193-8510

Arizona Propane Tariff No. 1

Canceling _____

Original _____

A.C.C. Sheet No. _____

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A.C.C. Sheet No. _____

RULE NO. 2

AVAILABILITY

1. Service is available to customers located within the Utility's certificated area subject to the conditions of service relating to Utility's established rates and charges and the proximity of Utility existing distribution facilities to customers premises.
2. Where customer(s) cannot be served directly from Utility's existing facilities, the Utility will extend its distribution mains and service lines under the conditions set forth in the Utility's Main Extension Policy recited herein.

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RULE NO. 3

ESTABLISHMENT OF SERVICE

GENERAL

Before any person shall be entitled to receive service under the Utility's Rate Schedule Nos. PR-1 and PR-2, such person must sign Utility's standard application form and put up the customary security deposit as provided in this Arizona Propane Tariff.

SECURITY DEPOSIT

1. A deposit is to be required from any applicant for service if, in the opinion of the person passing on credit, the applicant is not a good credit risk.
2. The amount of deposit, if required, should be commensurate with the magnitude and character of service to be rendered. The deposit for Residential customers served under Rate Schedule No. PR-1 is two times the estimated average bill. The deposit for Commercial customers served under Rate Schedule No. PR-2 is two and one-half times the estimated average bill.
3. Accounts of customers who have deposits with the Utility will be reviewed annually and should the customer not be delinquent more than two times in the past 12 months, the deposit will be refunded, along with any accrued interest.
4. The Utility shall be entitled to apply customer's security deposit, together with any unpaid interest accrued thereon, to any indebtedness owed the Utility, and when it has been applied to such indebtedness, the customer's gas service may be discontinued until all the delinquent balance of the account is paid and an adequate deposit is again made with the Utility. No interest will accrue on any deposit after discontinuance of the service to which it relates.
5. The Utility will issue to each customer from whom a security deposit has been received, a non-assignable receipt therefore. The inability of a customer to produce such receipt shall in no way impede the right to receive a refund of the deposit that is reflected in the Utility's records.
6. Interest, computed at the rate of six percent per annum, will be paid by the Utility upon each such deposit for the time the deposit was held and customer was being served by the Utility, except that no interest will be paid on deposits held by the Utility for less than 15 consecutive days.

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RULE NO. 4

CHARGE FOR SPECIAL SERVICE

1. Reconnect Charge

- (a) Seasonal Discontinuance: When service is discontinued and later restored for the same customer at the same premises within a period of 12 months from date upon which it was discontinued at the customer's request, the customer shall be charged a reconnect charge, as specified in the Utility's Statement of Rates, A.C.C. Sheet No. 5 of this Arizona Propane Tariff.
- (b) Non-Payment Discontinuance: When satisfactory arrangements have been made by a customer when service has been discontinued because of non-pay, service shall be restored after a reconnect charge has been paid. The reconnection charge is specified in the Utility's Statement of Rates A.C.C. Sheet No. 5 of this Arizona Propane Tariff.
- (c) Exceptions:
 - (1) The above charges are not to be made to churches, public schools, and governmental buildings supported by City, County, State, or Federal funds, or in cases where the customer's service had been interrupted by some catastrophe beyond the customer's control.
 - (2) A contractor in the process of building new houses for sale to the general public or a housing project for the Federal Government will on occasion, require gas service to complete construction, particularly the interior of a building. There will also be occasions when gas service is required during the period a new dwelling is on display, which is in the process of being sold. In such instances, a Contractor or Developer shall not be required to pay this charge, so long as service is discontinued in the customer's name after the house has been completed or sold.

2. Customer Requested Meter Reread

If a customer requests the Utility read a meter at any time other than the regular reading date, the customer shall be charged a Meter Reread charge, as specified in the Utility's Statement of Rates A.C.C. Sheet No. 5 of this Arizona Propane Tariff. If the customer's request is due to a high bill and the Utility's representative discovers an over-read or a leak on the outlet of the meter, the customer shall not be charged for the reread.

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RULE NO. 4

CHARGE FOR SPECIAL SERVICE
(Continued)

3. Customer Requested Meter Tests

When a customer requests that a meter be tested for accuracy and it is found that the meter is within three percent (3%) fast or slow, based on the average of check and open flow test method, no billing adjustment shall be made and the customer shall be charged a meter testing charge as specified in the Utility's Statement of Rates A.C.C. Sheet No. 5 of this Arizona Propane Tariff. In the event the meter is found to test more than three percent (3%) fast or slow, on the basis stated above, no charge will be made for the testing and the customer will receive a billing adjustment based on the corrected consumption determined under the procedures set forth in this Tariff. The meter shall be tested in the presence of the customer or a representative, if the customer desires.

4. Emergency Leak Calls

The Utility will provide service on emergency leak calls at no charge to the customer.

5. Appliance and Other Miscellaneous Service

During the regular business hours of the Utility, the Utility will provide to all customers upon request, burner adjustment, appliance repair, and parts replacement service at the Service Charge Rates specified in the Utility's Statement of Rates A.C.C. Sheet No. 5 of this Arizona Propane Tariff.

- (a) Any appliance repair and/or parts replacement to be charged on a time and materials basis.
- (b) There shall be a one-hour minimum charge for service calls.
- (c) On occasions when a customer requests that the Utility's meter and regulator be relocated at the same address due to new building additions, remodeling or other reasons, these charges shall apply.

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Docket No. G-01551A-02-0425

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Vice President

Effective _____
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RULE NO. 5

GENERAL CONDITIONS OF GAS SERVICE

1. Metering and Basis of Measurement

All gas delivered by the Utility shall be measured through a meter of standard type which is to be installed and maintained at the expense of the Utility.

2. Location of Meters

The customer shall furnish and maintain a suitable location on each premises for the Utility's service line, meter, service cock, regulator, and other appurtenant fittings, which location shall be on the customer's premises and as near as practicable to the point where the customer's house piping begins and where it will be accessible at all times to the Utility's representatives for inspection, reading and testing of meter and regulator.

All meter and regulator installations shall be located where they will not be damaged and where such equipment will be adequately ventilated. The customer shall not permit anyone other than authorized Utility employees to adjust, repair, connect, disconnect, or in any way change the meter or other Utility-owned equipment for use in serving the premises.

3. Right of Ingress and Egress

The customer, without charge, shall grant to the Utility, to the extent necessary, the right to enter upon premises owned or leased by customer (or over which customer has obtained a right-of-way) for the purpose of installing, maintaining, inspecting, repairing, replacing, and/or relocating any service pipe, meters, regulators, and appurtenant equipment necessary for the Utility to provide a safe and adequate customer service, and the right of ingress and egress to and from such premises at all reasonable times, with the right to remove its facilities at the expiration or termination of service agreement.

4. Continuity of Service

The Utility shall exercise due diligence in maintaining delivery of gas but does not guarantee an uninterrupted delivery. The Utility shall not be held liable in damages or otherwise for any interruption or failure, in whole or in part, in gas delivery; nor shall the Utility be liable for damages to persons and/or property due to or on account of any leakage or escape of gas or in any manner connected with the transportation or handling thereof beyond point of delivery to customer, which point is understood to be at a Company-owned meter.

5. Limits of Use

All gas delivered to any customer is for the sole use of such customer on the customer's premises only, and such gas shall not be redelivered or resold or the use thereof by others permitted unless otherwise expressly agreed to in writing by the Utility.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

RULE NO. 6

RESPONSIBILITY FOR GAS EQUIPMENT

1. The Utility shall be responsible for the safe conduct and handling of the gas until it passes the point of delivery specified in this Tariff. Except as stated herein, the entire responsibility for the safe conduct, handling, and utilization of the gas after it passes the point of delivery shall be that of the customer, the customer shall pay to the Utility the costs of repairing or replacing such property.
2. Although the Utility assumes no responsibility for the safe upkeep or operating conditions of any customer's service line downstream of the point of delivery, including the house piping, fixtures or appliances, the Utility may refuse to turn on the gas to any customer's premises until all the customer's pipelines and appliances have been tested and found to be tight, safe and free from leaks and in good, safe, operating condition. Such proof, if requested by the Utility, shall be in the form of a certificate executed by a licensed plumber or by the local municipal gas inspector, certifying that such pipes and appliances have been tested and found to be tight, safe, free from leaks and ready for use. After the gas has been turned on, the Utility may also, though it shall not be obligated to do so, test the customer's pipes and appliances for leakage at any reasonable hour. Whenever leakage is found in any such test, the Utility reserves the right to refuse or discontinue service until such leakage is properly corrected.
3. Immediate notice shall be given to the Utility by the customer of any gas escaping on the customer's premises. Under no circumstances shall the Utility be charged with construction notice of defects in piping, equipment and/or appliances (other than the meter, service cock, regulator, and other facilities installed by the Utility) from the point of delivery specified in this Tariff. Upon receipt of notice of escaping gas, the Utility shall, as promptly as may be feasible under the circumstances, send one of its representatives to investigate the matter. If the leakage is found to be caused by any of the Utility's facilities, the Utility shall have the right to temporarily discontinue service until the leakage can be corrected. In the event the leakage is found to be caused by facilities for the upkeep of which the customer is responsible, the Utility shall have the right to discontinue service until such time as the leakage is corrected through proper changes, adjustments and/or repairs.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

RULE NO. 7

MAIN AND SERVICE LINES

Extensions of gas distribution mains and services necessary to furnish permanent service to applicants will be made in accordance to this Rule.

GENERAL

The Utility will construct, own, operate, and maintain main and service line extensions.

1. The Utility shall determine the size of pipe and equipment in the construction of extensions to its distribution facilities so as to enable it to maintain an adequate volume of gas at proper pressure conditions.
2. Gas distribution main extensions will be only along public streets, roadways, or rights-of-way easements. All easements or rights-of-way required by the Utility for an extension, or any part thereof, on customer's premises or other private property shall be furnished without cost to the Utility.
3. All service lines, whenever practicable, shall be extended at right angle from the Utility's main on a tangent to the meter location.
4. Each applicant requesting an extension in advance or applications for service will be required to execute a contract covering the terms under which the Utility will install main lines in accordance with the provisions of the tariff schedules.

MAIN AND SERVICE LINE EXTENSION ALLOWANCE

The following maximum amounts of free main and service line extension shall be allowed for the purpose of providing gas service to new residential and commercial customers served on the Utility's Rate Schedule Nos. PR-1 and PR-2.

1. Fifty feet of main line for each bona fide gas customer, plus footage across all intersecting dedicated streets, alleys, and public ways. In any instance where the Utility is able to reduce its cost by participating in a community ditch program with another utility, the amount of the free main extension shall equal the normal cost of installing 50 feet of main by the Utility without such a program.
2. Fifty feet of service line for each bona fide customer, plus the footage across all public thoroughfares for travel and utility easements.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

RULE NO. 7

MAIN AND SERVICE LINES
(Continued)

MAIN AND SERVICE LINE EXTENSION ALLOWANCE (Continued)

3. The free footage allowances shown above are limited to pipe sizes of 4-inch and smaller.
4. Proposed extensions to serve larger than average customer(s) shall be considered on a revenue basis.

EXTENSIONS IN EXCESS OF THE UTILITY'S FREE ALLOWANCE

On proposed extensions that exceed the free footage allowance, Utility will extend its facilities up to a maximum of 4,500 feet combined distance of mains and service lines, provided customer(s) sign an extension agreement and advance to the Utility the cost of excess footage at the actual cost to the Utility.

If, for any reason, the Utility's meter is installed at a distance from the utility mains greater than the free service line allowance, the customer shall pay the Utility for the excess footage at the actual cost to the Utility. The amount paid by customer is nonrefundable. The net distance can not exceed 200 feet, including all pipe, fittings, meter, and regulator located between the Utility's main and the point of delivery at the outlet of meter.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

SOUTHWEST GAS CORPORATION

P.O. Box 98510

Las Vegas, Nevada 89193-8510

Arizona Propane Tariff No. 1

Original A.C.C. Sheet No. 22
Canceling _____ A.C.C. Sheet No. _____

RULE NO. 8

POLICY ON TRAILER PARKS

1. Each trailer must have outside make-up air vents.
2. Each trailer must have a flexible connector of a minimum length of 36 inches between the bottom of the trailer and ground level at the gas inlet to the trailer.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

RULE NO. 9

BILLING

GENERAL

Customers receiving gas service from the distribution facilities of the Utility within its certificated area shall be rendered bills at the approved rates and rules under this Arizona Tariff.

A. METER READ:

All meters shall be read as nearly as may be practicable, on the same day of each calendar month. The reading of such meter shall be conclusive, both with respect to the Utility and the customer, as to the quantities of gas delivered to the consumer, with the following exceptions:

1. Meter Error Corrections:

Any meter found upon a meter test to register within three percent of the accuracy, whether slow or fast, shall be deemed to be correct. If a meter is found to register more than three percent slow or fast, then for the period between the discovery of the inaccuracy and the last previous test, the reading of such meter shall be corrected by increasing or decreasing the volume of gas, as the case may be, by an amount equal to the difference between the total inaccuracy and three percent.

In no event shall an adjustment for inaccuracy extend over a period longer than 30 days.

2. Damaged Meter:

In the event the Utility's meter index should be damaged to the extent that it could not be read or the meter should become inoperative with meter valves open, the quantity of gas delivered during such period shall be determined by one of the following methods applicable:

- (a) By computing the deliveries from the registration of customer's check meter, should customer have a corresponding meter installed and accurately registering;
- (b) By estimating the quantity delivered upon the basis of deliveries during preceding billing period under similar conditions when the meter was registering accurately.

3. No adjustment shall be made and the Utility shall not be liable for any leakage beyond the point of delivery.

RULE NO. 9

BILLING
(Continued)

GENERAL (Continued)

B. BILLING UNITS:

For the purpose of billing customer(s), the unit of measurement shall be 100 cubic feet (therm) of gas at the pressure at which it is measured, except when such gas is measured at a gauge pressure in excess of 11 inches water column. The volume of gas measured at a gauge pressure in excess of 4 ounces per square inch shall be adjusted by computation in accordance with Boyle's law, to the volume that it would occupy at a gauge pressure of 11 inches water column. In such computations, a value of 12.6 pounds per square inch shall be used for normal atmospheric pressure and a value of 60 degrees Fahrenheit shall be used for the base and flowing temperature of the gas.

C. BILLING TERMS AND CONDITIONS:

The billing of all customers shall be completed as promptly as practicable following the Utility's established monthly meter reading date, but not to exceed a period of more than five days. Customer shall be allowed ten days following the date bills are rendered to pay the net amount; thereafter, the account becomes past due.

Whenever any customer fails to pay the account within ten days following the date due, the full amount of any bill for gas or other charges authorized to be made by this Tariff, the Utility shall give customer five days written notice that if account is not paid in full within the grace period, it will be necessary for the Utility to apply the customer's security deposit and accrued interest, if any, to this account.

Should the amount of customer's security deposit and accrued interest not be sufficient to cover the total amount due to the Utility, service will be discontinued. Following such action, if customer wishes to resume gas service, it will be necessary to pay Utility the balance of the unpaid account in addition to a reconnection charge as specified on the Utility's Statement of Rates A.C.C. Sheet No. 3 of this Arizona Propane Tariff and to put up a security deposit with the Utility before service will be resumed.

D. DISPUTED BILLS:

In the event that a customer should question the amount of any bill for service rendered by Utility, the proper remedy for such customer to prevent disconnection for non-payment of the bill shall be to pay the disputed account under protest to the Utility. The Utility shall promptly make a thorough investigation of the disputed account and, if found to be correct, the Utility's representative will endeavor to explain all points in question to the customer. If the account is found in error, the Utility shall promptly correct same and render a corrected bill to the customer, together with any refund to which the customer is entitled.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

RULE NO. 9

BILLING
(Continued)

GENERAL (Continued)

E. CHANGE OF OCCUPANCY:

When a customer moves from any premises supplied by the Utility with gas service, notice thereof shall be given at the office of Utility prior to the date of such change, by the outgoing party, who will be held responsible for all service supplied to the premises until such notice is received, and final meter reading made.

F. SERVING NOTICE:

1. Notice may be given by the Utility to a customer either by an authorized representative of the Utility or by letter or postcard deposited in the United States (U.S.) mail with postage prepaid. Notice given through the mail will be considered given when it is deposited in the U.S. mail, postage prepaid.
2. Notice may be given by the customer to the Utility either directly to an authorized representative of the Utility or by letter or postcard deposited in the U.S. mail with postage prepaid. Notice given through the mail will be considered given at the time it is deposited in the U.S. mail.

G. TERMINATION OF SERVICE WITHOUT NOTICE:

The Utility shall have the right to discontinue service at any time without advance notice to customer for any of the following reasons:

1. Presence of an unsafe condition found on customer's premises.
2. Destruction, damaging or tampering with the Utility's property on the customer's premises.
3. Refusal at any reasonable time to grant an authorized representative of the Utility access to the customer's premises for any lawful purpose.
4. Use, sale or delivery of gas in violation of the terms of customer's service agreement, contract or these rules and regulations or any applicable law or ordinance.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

RULE NO. 9BILLING
(Continued)BILLING OPTIONS

Customers are also eligible for the following billing services as long as they meet the conditions of the Tariff specified herein.

A. SUMMARY BILLING:

Summary Billing is an optional billing service for sales customers whereby customers with several individual accounts may receive a summary bill with summarized billing data for these accounts. A summary bill may be generated in lieu of the individual bills under the following conditions:

1. Customers electing this service shall execute a service agreement in order to participate in Summary Billing.
2. Eligibility for this service is limited to customers with a minimum of ten individual accounts.
3. The customer name on all of the individual accounts summarized under any one Summary Billing account must be the same.
4. Each month's payment of a summary bill for the "Amount Due" must be one payment in the form of a check, cashier's check or money order drawn on a bank or other financial institution and payable to the Utility in U.S. currency, unless other arrangements acceptable to the Utility have been previously established.
5. Payment of a summary bill is past due and subject to a late charge if the payment is not received within ten days after its issuance.
6. The Utility shall not be required to offer or to continue to offer Summary Billing to any customer whose account(s) is (are) past due or in arrears.
7. Except as otherwise provided in this section, all other provisions of the Utility's Rules and Regulations as contained in this Arizona Propane Tariff are applicable to Summary Billing and are made a part hereof.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

RULE NO. 9

BILLING
(Continued)

BILLING OPTIONS (Continued)

B. EQUAL PAYMENT PLAN:

1. The Equal Payment Plan (EPP) is available to all residential customers provided that the customer (applicant) has established credit to the satisfaction of the Utility.
2. Participation in the EPP is subject to approval by the Utility.
3. Customers may sign up for the EPP at any time of year. The EPP amount will be based on the annual estimated bill divided into 12 equal monthly payments.
4. The Utility will render its regular monthly billing statement showing both the amount for actual usage for the period and the designated EPP amount. The customer will pay his designated EPP amount, plus any additional amount shown on the bill for materials, parts, labor or other charges.
5. The settlement month will be the customer's anniversary date, 12 months from the time the customer entered the EPP. The settlement amount is the difference between the EPP payments made and the amount actually owing based on actual usage during the period the customer was billed under the EPP. All debit amounts are due and payable in the settlement month. However, debit amounts of \$50 or less may be carried forward and added to the total annual estimated bill for the next EPP year. Credit amounts of \$50 or less will be carried forward and applied against the first billing or billings due in the next EPP year. Amounts over \$50 will be refunded by check.
6. The EPP amount may be adjusted quarterly to reduce the likelihood of an excessive debit or credit balance in the settlement month for changes in rates due to Commission-approved rate increases or decreases greater than 5 percent, or when estimates indicate that an overpayment or undercollection of \$50 or more may occur by the end of the plan year.
7. The Utility may remove from the EPP and place on regular billing any customer who fails to make timely payments according to his EPP obligation. Such a customer will then be subject to termination of service in accordance with this tariff.
8. Readmission to the EPP will be subject to approval by the Utility and payment in full of all past due amounts.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

RULE NO. 9

BILLING
(Continued)

BILLING OPTIONS (Continued)

B. EQUAL PAYMENT PLAN: (Continued)

9. A customer may voluntarily withdraw from the EPP at any time. Any amounts then owing for usage in excess of usage already paid for under the EPP will become due and payable at the customer's next regular billing, in accordance with the Utility's filed tariff schedules. Any EPP payments in excess of amounts based upon actual usage at the time of withdrawal will be applied to the customer's next regular monthly bill, or will be refunded by check if so requested by the customer.

C. LANDLORD AGREEMENTS:

A landlord agreement is defined herein as an agreement between the Utility and a qualified landlord which allows for the automatic continuation of service in the landlord's name when a tenant requests disconnection of service. A qualified landlord is a rental property owner that has established credit with the Utility according to the provisions set forth in this Arizona Propane Tariff.

1. The landlord agreement shall not apply when a tenant is disconnected for nonpayment of gas bills.
2. Disputes regarding effective dates of service shall be resolved between the tenant and the landlord.
3. The service establishment charge may be waived when service under the landlord agreement automatically reverts to the landlord's account, but shall apply when a new tenant requests service at that location.
4. The landlord agreement may be terminated by the landlord or the Utility at any time with 30 days written notice.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

RULE NO. 9

BILLING
(Continued)

BILLING OPTIONS (Continued)

D. DEFERRED PAYMENT PLAN:

1. The Utility may, prior to termination, offer to qualifying residential customers a deferred payment plan for the customer to retire unpaid bills for Utility service.
2. Each deferred payment agreement entered into by the Utility and the customer due to the customer's inability to pay an outstanding bill in full shall provide that service will not be discontinued if:
 - (a) Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement.
 - (b) Customer agrees to pay all future bills for Utility service in accordance with the billing and collection tariffs of the Utility.
 - (c) Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six months.
3. For the purposes of determining a reasonable installment payment schedule under these rules, the Utility and the customer shall give consideration to the following conditions:
 - (a) Size of the delinquent account
 - (b) Customer's ability to pay
 - (c) Customer's payment history
 - (d) Length of time that the debt has been outstanding
 - (e) Circumstances which resulted in the debt being outstanding
 - (f) Any other relevant factors related to the circumstances of the customer
4. Any customer who desires to enter into a deferred payment agreement shall establish such agreement prior to the Utility's scheduled termination date for nonpayment of bills. In the event a deferred payment agreement has been negotiated and the customer fails to execute said agreement prior to the scheduled termination date, the Utility shall discontinue service for nonpayment.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

RULE NO. 9

BILLING
(Continued)

BILLING OPTIONS (Continued)

D. DEFERRED PAYMENT PLAN: (Continued)

5. Deferred payment agreements may be in writing and shall be signed by the customer and an authorized Utility representative.
6. A deferred payment agreement may include a finance charge as approved by the Commission in a tariff proceeding.
7. If a customer has not fulfilled the terms of a deferred payment agreement, the Utility shall have the right to disconnect service pursuant to the Utility's termination of service rules and, under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

E. ELECTRONIC BILLING:

Electronic Billing is an optional billing service for residential sales customers whereby customers may elect to receive, view, and pay their gas bills electronically. An electronic bill may be generated in lieu of a paper bill under the following conditions:

1. Customers requesting this service may be required to complete additional forms and agreements with the Utility and/or the Electronic Billing Service Provider.
2. Customers must use a third party Electronic Billing Service Provider.
3. Electronic Billing may be discontinued at any time by the Utility, the customer or the Electronic Billing Service Provider.
4. Except as otherwise provided in this section, all other provisions of the Utility's Rules and Regulations as contained in this Arizona Propane Tariff are applicable to Electronic Billing and made a part hereof.

Issued On _____
Docket No. G-01551A-02-0425

Issued by
John P. Hester
Vice President

Effective _____
Decision No. _____

Attachment 1b:
Current Tariff Sheets
for
Page Arizona Propane Tariff No. 1

RECEIVED

JAN 25 2005

Black Mountain Gas

Docket No: G00000C-98-0568

Gas Tariff

PRICING & TARIFFS

Decision No: 62994

PAGE DIVISION

	Base Tariff	Fuel Adjustment		Effective Tariff
		PGA Rolling	PGA Surcharge	
<u>GS-1 Residential Gas Service</u>				
Residential (no gas included)	\$ 6.00	-	-	\$ 6.00
Commodity Charge Per Therm - All Usage	\$ 1.2093	\$ 0.3514	\$ 0.0571	\$ 1.6178
<u>GS-2 Commercial Gas Service</u>				
Commercial (no gas included)	\$ 18.00	-	-	\$ 18.00
Commodity Charge Per Therm - All Usage	\$ 1.1093	\$ 0.3514	\$ 0.0571	\$ 1.5178
<u>Service Charges</u>				
Establishment of Service	\$ 20.00			
Re -Establishment of Service	(1)			
Re-Connection of Service - Regular Hours	\$ 30.00			
Re-Connection of Service - After Hours	\$ 45.00			
Service Calls - Regular Hours	\$ 30.00			
Service Calls - After Hours	\$ 45.00			
Meter Re-Read Charge - If Correct	\$ 25.00			
Meter Test Per Hour (if correct)	\$ 25.00			
Security Deposit	Pursuant to A.C.C. Rule R14-2-403B			
NSF Checks	\$ 15.00			
Late Charge - Per Month	1.50%			
Security Deposit - Residential	(2)			
Security Deposit - Commercial	(3)			

- (1) Number of months off-system times monthly minimum charge [ACC R14-2-403(B)]
- (2) Two (2) times the average monthly bill [ACC R14-2-403 (B)]
- (3) Two and one-half (2 1/2) Times the average monthly bill [ACC R14-2-403 (B)]

Gas Lights

Per Arizona Corporation Commission Decision No. 55975 on May 5, 1988: "Any gas light installed by the customer, whether upstream or downstream of the meter, must be in compliance with all applicable government safety codes."

Issued by: Beth Lewis

Signed: _____

Revised on : January 24, 2005

Effective: February 1, 2005

BLACK MOUNTAIN GAS COMPANY
PAGE DIVISION

ORIGINAL

Docket No. G-03703A-01-0263ACC Decision No. 64727

SERVICE CHARGES

Establishment of Service	\$20.00
Re-Establishment of Service	(1)
Re-Connection of Service -- Regular Hours	\$30.00
Re-Connection of Service -- After Hours	\$45.00
Service Calls -- Per Hour -- Regular Hours	\$30.00
Service Calls -- Per Hour -- After Hours	\$45.00
Meter Re-Read Charge -- If Correct	\$25.00
Meter Test Fee -- Per Hour -- If Correct	\$25.00
NSF Check	\$15.00
Late Charge -- Per Month	1.50%
Security Deposit -- Residential	(2)
Security Deposit -- Commercial	(3)

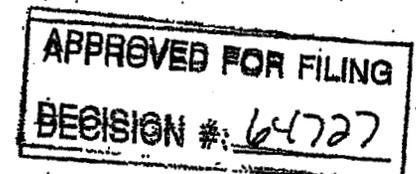
Notes:

(1) Number of months off-system times monthly minimum charge [ACC R14-2-403(D)]

(2) Two (2) times the average monthly bill [ACC R14-2-403(B)]

(3) Two and one-half (2-½) times the average monthly bill [ACC R14-2-403(B)]

ISSUED BY:
John Reiber, President
Black Mountain Gas Company
6021 E. Cave Creek Road
Cave Creek, AZ 85331



**BLACK MOUNTAIN GAS COMPANY
PAGE DIVISION**

Docket No. G-03703A-01-0263
ACC Decision No. 64727

ORIGINAL**RESIDENTIAL RATE SCHEDULE - PR01****I. Availability**

Available to all residential customers within the utility's certificated service area where facilities of adequate capacity and pressure are adjacent to the point of delivery.

II. Applicability

Applicable to all gas service supplied through one point of delivery and measured through one meter. Not applicable to temporary, standby, supplementary or resale service.

III. Rates

Monthly Service Charge	\$6.00
Commodity Charge - Per Therm	\$1.2093

IV. Purchased Gas Adjustment

The base cost of purchased gas is \$0.55 per therm. Pursuant to the purchased gas adjustment procedures approved by the Arizona Corporation Commission ("ACC"), the utility may flow through to customers increases or decreases in this base cost.

V. Tax Adjustments and Regulatory Assessments

Total monthly sales for gas service are subject to adjustment for all federal, state, and local governmental taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on gas gross utility revenues.

VI. Conditions of Service

The terms and conditions for the provision of service to the customer under this rate schedule are subject to the Rules and Regulations of the utility, as approved and modified from time to time by the ACC.

Issued April 23, 2002

Effective May 1, 2002

ISSUED BY:
John Relber, President
Black Mountain Gas Company
6021 E. Cave Creek Road
Cave Creek, AZ 85331

APPROVED FOR FILING
DECISION #: 64727

**BLACK MOUNTAIN GAS COMPANY
PAGE DIVISION**

Docket No. G-03703A-01-0263

ACC Decision No. 64727

COMMERCIAL RATE SCHEDULE -- PR02

ORIGINAL

I. Availability

Available to all commercial customers within the utility's certificated service area where facilities of adequate capacity and pressure are adjacent to the point of delivery.

II. Applicability

Applicable to all gas service supplied through one point of delivery and measured through one meter. Not applicable to temporary, standby, supplementary or resale service.

III. Rates

Monthly Service Charge	\$18.00
Commodity Charge -- Per Therm	\$1.1093

IV. Purchased Gas Adjustment

The base cost of purchased gas is \$0.55 per therm. Pursuant to the purchased gas adjustment procedures approved by the Arizona Corporation Commission ("ACC"), the utility may flow through to customers increases or decreases in this base cost.

V. Tax Adjustments and Regulatory Assessments

Total monthly sales for gas service are subject to adjustment for all federal, state, and local governmental taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on gas gross utility revenues.

VI. Conditions of Service

The terms and conditions for the provision of service to the customer under this rate schedule are subject to the Rules and Regulations of the utility, as approved and modified from time to time by the ACC.

Issued April 23, 2002

Effective May 1, 2002

ISSUED BY:
John Reiber, President
Black Mountain Gas Company
6021 E. Cave Creek Road
Cave Creek, AZ 85331

<p>APPROVED FOR FILING</p> <p>DECISION #: <u>64727</u></p>

**BLACK MOUNTAIN GAS COMPANY
PAGE DIVISION**

ORIGINAL

Docket No. G-03703A-01-0263

ACC Decision No. 64727

TRANSPORTATION RATE SCHEDULE - T-1

I. Experiment

Service under this tariff will be available from June 1, 2000 through May 31, 2003, unless extended by the Arizona Corporation Commission.

II. Definitions

- Company:** Black Mountain Gas Page Division.
- Customer:** An end user of propane that has a metered account with the Company.
- Aggregator:** A person or firm who is acquiring propane for a Customer or group of Customers and who is responsible for delivery of the propane to the Company storage or distribution system. The Aggregator is financially responsible for all Overtake or Undertake charges.
- Transport Load:** The amount of propane delivered at one time, regardless of the number of vehicles required. The minimum Transport Load is approximately 5,000 gallons.
- Overtake:** The monthly excess of propane consumption of a Customer or an Aggregator's customers (in total) over the transportation deliveries made on behalf of the Customer or Aggregator's customers.
- Self-Aggregator:** A person or firm who aggregates multiple meters / sites owned by that person or firm.
- Undertake:** The monthly deficiency of propane consumption of a Customer or an Aggregator's customers (in total) relative to the transportation deliveries made on behalf of the Customer or Aggregator's customers.

III. Availability

Available to any Customer / Aggregator who has made arrangements to have propane, other than propane supplied by the Company, delivered to the Company storage facility or distribution system.

IV. Character of Service

Distribution to the Customer of propane, procured by the Customer or Aggregator, by delivery of such propane by the Company to the Customer's premises via the Company distribution system. The quantity of propane used by the Customer is measured by the Company's meter at the Customer's premises.

V. Notification of Company

Except for cases of self-aggregation, the Aggregator must provide the Company with written documentation from each aggregated Customer indicating that the Customer agrees to purchase propane from the Aggregator.

VI. Transportation Rate

Monthly Charge for Transportation, per Customer:	PR01-Residential	\$ 3.50
	PR02Commercial	\$ 3.50
Delivery Charge Per Transport Load		\$55.00

Note: When an Aggregator is used, the delivery charge is assessed only on the Aggregator and not on individual Customers served by the Aggregator.

ISSUED BY:
John Reiber, President
Black Mountain Gas Company
6021 E. Cave Creek Road
Cave Creek, AZ 85331

APPROVED FOR FILING
DECISION #: 64727

BLACK MOUNTAIN GAS COMPANY
PAGE DIVISION

Docket No. G-03703A-01-0263

ACC Decision No. 64727

ORIGINAL

Distribution Charge, per Therm

\$0.6627

In addition to the transportation rate set forth above, the Customer is also subject to monthly service charges for residential and commercial customers as approved by the Commission and identified below under Service Charges.

VII. Monthly Minimum Charge

The monthly minimum charge to the Customer shall be the sum of all applicable monthly charges set forth above, including all applicable Delivery Charges not charged to the Aggregator.

VIII. Nominations and Deliveries

The Customer or Aggregator shall, on an annual basis (by June 1), advise the Company of the volumes the Customer / Aggregator will request to be delivered to the Company's storage facility or distribution system for each month of the subsequent twelve (12) month period. The minimum delivery to the Company's storage facility or distribution system which the Company will accept from the Customer or Aggregator at any one time is the minimum Transport Load. The maximum delivery to the Company's storage facility or distribution system which the Company will accept from the Customer or Aggregator during any one-month is approximately the Customer's or Aggregator's then current projection of the monthly requirement of the Customer or Aggregator (which may differ from nominations provided on the previous June 1st), adjusted so as to allow for true-up of Overtakes permitted by this tariff. Deliveries to the Company's storage facility or distribution system by the Customer or Aggregator must be scheduled at least 5 business days prior to the delivery date.

IX. Reports to Aggregators and Customers

Not later than 5 days after each meter reading, the Company shall report to each Aggregator or Customer (if the Customer does not use an Aggregator) the amount of therms consumed by each of the Customers served by the Aggregator (or by the Customer if no Aggregator is used) since the previous meter reading. Such reports shall identify each Customer by account and indicate the usage for each Customer, separately.

X. Overtake (Undertake) Charge

The Company will notify the Customer / Aggregator of Overtakes or Undertakes in the previous month within the first five (5) working days of each month. The Customer / Aggregator will then have fifteen (15) working days to true-up the monthly Overtake or Undertake by replacing the Overtakes or using the Undertakes. A true-up shall be satisfied if any remaining monthly Overtake or Undertake is less than one percent of the Customer's usage during the previous month or, if an Aggregator is used, less than one percent of the sum of the Aggregator's customers' usage during the previous month. If the Overtakes have not been true-up within fifteen (15) working days, the Company will bill the Customer / Aggregator (for the remaining Overtake that has not been true-up) at the average of gas prices that the Company paid during the previous 12 months. If the Undertakes have not been true-up within fifteen (15) working days, the Company will reimburse the Customer / Aggregator (for the remaining Undertake that has not been true-up) at the average price of gas purchases by the Company during the previous 12 months. The Company shall present to the Customer or Aggregator documentation of all prices used in calculating Overtake or Undertake charges.

For monthly Overtakes of more than 50 percent of the Customer's consumption in the previous month (or more than 50 percent of the total of the Aggregator's customers in the previous month) remaining after any partial or complete true-up, the Company will bill the Customer / Aggregator for such therms in excess of

ISSUED BY:
John Reiber, President
Black Mountain Gas Company
6021 E. Cave Creek Road
Cave Creek, AZ 85331

APPROVED FOR FILING
DECISION #: 64727

**BLACK MOUNTAIN GAS COMPANY
PAGE DIVISION**

ORIGINAL

Docket No. G-03703A-01-0263

ACC Decision No. 64727

50 percent of consumption at 125 percent of the average price of propane purchased by the Company over the previous 12 months. For monthly Undertakes of more than 50 percent of the Customer's consumption in the previous month (or more than 50 percent of the total of the Aggregator's customers in the previous month) remaining after any partial or complete true-up, the Company will pay the Customer / Aggregator for such therms in excess of 50 percent of consumption at 75 percent of the average price of propane purchased by the Company over the previous 12 months.

XI. Term of Agreement

The Service Agreement shall be for a term of not less than one year, commencing June 1.

XII. Receipt Quality of Propane

The Company will accept deliveries of propane from the following locations only:

	<u>Gas Plants</u>
1. Conoco	Wingate, New Mexico
2. Williams Energy	Lynbrook, New Mexico
3. Williams Energy	Ignacio, Colorado
4. Phillips	Woodscross, Wyoming
5. Amoco	Evanston, Wyoming
6. Amoco	Salt Lake City, Utah
7. Duke Energy	Yellow Creek, Utah
8. Western Gas	Granger, Wyoming
9. Other locations as may be added from time to time.	

	<u>Storage Location</u>
1. Ferrellgas	Moab, Utah
2. Ferrellgas	Adaman, Arizona
3. Amerigas	Burnstead, Arizona
4. Other locations as may be added from time to time.	

The Company will collect samples of gas from each Transport Load to determine BTU value and check for contaminants or excessive heavy hydrocarbons in the gas delivered using the liquid/LPG fractional analysis test procedure. The above list of gas plants and storage locations may change periodically based on quality of propane received from the location. The Company will submit, in writing, any changes in the above list of gas plants and storage locations to Staff and provide written notice of such changes to the City of Page, the Residential Utility Consumer Office, and the Company's Transportation Customers and Aggregators.

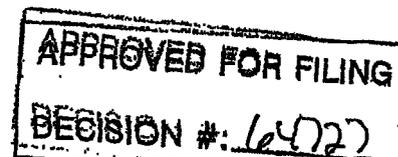
XIII. Conversion from Cubic Feet to Therms

Where it is necessary to convert from cubic feet to therms, the conversion will be made based on a conversion factor of 0.02227 therms per cubic foot.

XIV. Deposit Requirements

The Company may require a refundable deposit from an Aggregator of an amount equal to the Aggregator's quantity of propane nominated for delivery in the Aggregator's two highest months of nominations (during the twelve month nomination period) multiplied by \$0.10 per gallon. For example, if the quantity of the two highest months is 20,000 gallons, the deposit would be \$2,000. The Company shall

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6021 E. Cave Creek Road
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PAGE DIVISION**ORIGINAL**Docket No. G-03703A-01-0263ACC Decision No. 64727

refund the deposit one year after the deposit is made with monthly interest computed at an annual rate of 6.00 percent. The Company may apply the deposit to any outstanding balance owed by the Aggregator on its billing account. The Company may disconnect service to any Aggregator for failure of the Aggregator to pay a bill for service within forty-five (45) days of the bill's issuance date.

XV. Billing

There are two billing options as described below. Aggregators may select either option on behalf of their customers. Customers or self-Aggregators not using an Aggregator may select either option.

Billing Option 1 (Separate Bills): The Customer will receive separate bills for services provided by the Company and for propane supplied by another party. The Company will bill its transportation Customers served under this tariff on a monthly basis only for the distribution and other services provided by the Company under this tariff. The Company will not be responsible for billing transportation Customers for the propane purchased by the Customer from a third party. Where an Aggregator is used, bills for Delivery Charges and Overtake charges and payments for Undertake charges will be sent to or credited to the Aggregator.

Billing Option 2 (Consolidated Bills): If the Company and the Customer's propane supplier or Aggregator agree, the Company will provide consolidated billing. Such bills will consolidate bills for distribution and other services provided by the Company under this tariff with the bill of the Customer's propane supplier or with the bill of the Aggregator, as appropriate. Where an Aggregator is used, bills for Delivery Charges and Overtake charges and payments for Undertake charges will be sent to or credited to the Aggregator.

Items to be included in Company's application and Commission Order, but not in tariff (as requested by Staff)

Upon request by the Customer, the Company shall provide to the Customer or other party specified by the Customer the shorter of two years of the Customer's monthly usage data or the Customer's monthly usage data commencing June 1, 1999. Such data must be provided within 15 days of the Customer's request.

Issued April 23, 2002

Effective May 1, 2002

ISSUED BY:
John Reiber, President
Black Mountain Gas Company
6021 E. Cave Creek Road
Cave Creek, AZ 85331

APPROVED FOR FILING
DECISION #: 64727

[Handwritten signature]
8/21/04

BLACK MOUNTAIN GAS COMPANY

Page, Arizona

RULES AND REGULATIONS
RELATING TO GAS SERVICE IN THE
CERTIFICATED AREAS GRANTED BY THE
ARIZONA CORPORATION COMMISSION.

INTRODUCTION

The policies outlined herein are to meet current, normal operating conditions and circumstances and are subject to change after such revision(s) or additions have received the approval of the Arizona Corporation Commission.

June 1, 1983

SECTION NO. 1

AVAILABILITY

- (a) Service is available to customers located within the Company's certificated area wherein such customers may be served from existing facilities, subject to the conditions of service relating to Company's established rates and charges and the proximity of Company's distribution facilities to customer's premises.
- (b) Where customer(s) cannot be served directly from Company's existing facilities, Company will extend its distribution mains and service lines under the conditions set forth in the Company's Main Extension Policy recited herein.

SECTION NO. 2

INAUGURATING SERVICE

- (a) Gas service will be inaugurated to NEW customers without the imposition of a connection charge when being served from distribution main.
- (b) Before any person shall be entitled to receive service under Company's General Service Rate Schedule GS-1, such person must sign Company's standard application for gas service form and put up the customary security deposit as provided under Section No. 3.
- (c) Before inaugurating service to customers who qualify for the special Commercial Rate Schedule C-1, it will be necessary that an appropriate special contract be executed for this purpose.

Contract shall be prepared in triplicate and customer and Company representative sign both copies and the original is to be retained by Company and one copy to be given to the customer.

- (d) If a meter is connected for the above type of service on a regular meter reading date, the CONTRACT YEAR shall

Section 2 Cont.

commence the same date. If meter is connected for service between meter reading dates, the CONTRACT YEAR shall commence on the next regular meter reading date after it is inaugurated. The commencing date will be shown on all copies of contract so as to avoid improper determination of customer's annual minimum bill.

SECTION NO. 3

SECURITY DEPOSIT

- (a) A deposit to be required from any applicant for service if, in the opinion of the person passing on credit, the applicant is not a good credit risk.
- (b) The amount of deposit, if required, should be commensurate with the magnitude and character of service to be rendered. The usual deposit for Residential is \$50.00 or two times the estimated average bill. The amount usually collected on Commercial accounts will be determined on the basis of two and one-half times the estimated bill.
- (c) Accounts of customers who have deposits with Company will be reviewed annually and should customer not be delinquent more than two times in the past 12 months, the deposit will be refunded.
- (d) The Company shall be entitled to apply customer's security deposit, together with any unpaid interest accrued thereon, to any indebtedness owed the Company, and when it has been applied to such indebtedness, the consumer's gas service may be discontinued until all the delinquent balance of the account is paid and an adequate deposit is again made with Company by customer. No interest will accrue on any deposit after discontinuance of the service to which it relates.
- (e) The Company will issue to each customer from whom a security deposit has been received a non-assignable receipt therefor.
- (f) Should customer be unable to produce his original security deposit receipt when applying for return of his deposit, or any part to which he is entitled, a substitute security deposit receipt will be filled out and the customer required to sign in the space provided and witnessed by person making refund.
- (g) Interest, computed at the rate of 6% per annum will be paid

Section 3 Cont.

by Company upon each such deposit for the time the deposit was held and customer was being served by the Company, except that no interest will be paid on deposits held by the Company for less than 15 consecutive days.

Deposits shall be reviewed after twelve (12) months service and refunded along with any interest accrued if the customer has not been delinquent more than twice during the last twelve (12) consecutive months or disconnected for non-payment.

SECTION NO. 4

CHARGES FOR SPECIAL SERVICE

- (a) Seasonal-Discontinuance: When service is discontinued and later restored for the same customer at the same premises within a period of twelve months from date upon which it was discontinued at customer's request, a charge of \$25.00 shall be made as a reconnection charge. Customer is advised that the reconnect charge will appear on his gas bill.
- (b) Non-Payment-Discontinuance: When satisfactory arrangements have been made by a customer when service has been discontinued because of non-pay, service shall be restored after a reconnection charge of \$25.00 has been paid.
- (c) Exceptions:
- (1) The above charges are not to be made to Churches, Public Schools, and Governmental buildings supported by City, County, State or Federal Funds, or in cases where the customer's service had been interrupted by some catastrophe beyond his control.
 - (2) A contractor in the process of building new houses for sale to the general public or a housing project for the Federal Government will on occasion require gas service to complete construction, particularly the interior of a building. There will also be occasions where gas service is required during the period of a new dwelling is on display which is in the process of being sold. In such instances a Contractor or Developer shall not be required to pay this charge, so long as service is discontinued in his name after the house has been completed or sold.

Section 4 Cont.

(d) Special Meter Reading Service: If a customer requests the Company to read his meter at any time other than the regular reading date, a charge of \$10.00 shall be made unless, however, customer's request should have been made because of a high bill and Company representative found an over-read or a leak on outlet of meter, in which event no charge would be made. Such requests frequently come from apartment owners when their tenants move between meter reading periods.

(e) Testing Meters at Customer's Request: When a customer requests that his meter be tested for accuracy and it is found that the meter is within 3% fast or slow, based on the average of check and open flow test method, no billing adjustment shall be made and the customer shall be charged for this special service at the rate of \$25.00 per hour within a one hour minimum charge. In the event meter is found to test more than 3% fast or slow, on the basis as stated above, no charge will be made for the testing and customer will receive a billing adjustment based on the corrected consumption determined under the procedures set forth in Section 5, Article (1).

(f) The Company will provide at no charge to the customer, service on emergency leak calls.

(g) Appliance and Other Miscellaneous Service:
 Between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, upon request, Company will provide to all customers burner adjustment, appliance repair, and parts replacement service at the following charges:

	30 - 45
One serviceman and truck.	\$25.00 per hour
One serviceman, one helper and truck.	37.50 per hour
Minimum charge to be rate for one hour.	25.00

Any appliance repair and/or parts replacement to be on a time and materials basis.

- (1) All overtime calls to be charged at \$37.50 per hour.
- (2) On occasions when customer requests that the Company meter and regulator be relocated at the same address due to new building additions, remodeling or other reasons, the above charges shall apply.

Section 4 Cont.

- (h) Any other special services not heretofore, mentioned shall be charged for at the rates shown in Section 4, Article (g).

SECTION NO. 5

GENERAL CONDITIONS OF GAS SERVICE

- (a) Metering and Basis of Measurement: All gas delivered by Company shall be measured through a meter of standard type which is to be installed and maintained at the expense of Company.

For the purpose of billing customer(s) the unit of measurement shall be 100 cubic feet (Therm) of gas at the pressure at which it is measured, except when such gas is measured at a gauge pressure in excess of 11 inches water column. The volume of gas measured at a gauge pressure in excess of 4 ounces per square inch shall be adjusted by computation in accordance with Boyle's Law, to the volume that it would occupy at a gauge pressure of 11 inches water column. In such computations a value of 12.6 pounds per square inch shall be used for normal atmospheric pressure and a value of 60 degrees Fahrenheit shall be used for the base and flowing temperature of the gas.

- (b) Location of Meters: The consumer shall furnish and maintain a suitable location on his premises for Company's service line, meter, service cock, regulator and other appurtenant fittings, which location shall be on the consumer's premises and as near as practicable to the point where the consumer's house piping begins, and where it will be accessible at all times to the Company's representatives for inspection, reading and testing of meter and regulator.

All meter and regulator installations shall be located where they will not be damaged and where such equipment will be adequately ventilated. The customer shall not permit anyone other than authorized Gas Company employees to adjust, repair, connect, disconnect or in any way change the meter or other Company owned equipment for use in serving his premises.

Section 5 Cont.

- (c) Right of Ingress and Egress: Customer, without charge, shall grant to Company, to the extent necessary, the right to enter upon premises owned or leased by customer (or over which customer has obtained a right of way) for the purpose of installing, maintaining, inspection, repairing, replacing and/or relocating any service pipe, meters, regulators and appurtenant equipment necessary for the Company to provide a safe and adequate customer service, and the right of ingress and egress to and from such premises at all reasonable times, with the right to remove its facilities at the expiration or termination of service agreement.
- (d) Continuity of Service: The Company shall exercise due diligence in maintaining delivery of gas but does not guarantee an uninterrupted delivery. Company shall not be held liable in damages or otherwise for any interruption or failure, in whole or in part, in gas delivery; nor shall Company be liable for damages to persons and/or property due to or on account of any leakage or escape of gas or in any manner connected with the transportation or handling thereof beyond point of delivery to customer, which point is understood to be at Company owned meter.
- (e) Meter Readings: All meters shall be read as nearly as may be practicable, on the same day of each calendar month. The reading of such meter shall be conclusive, both with respect to the Company and the customer, as to the quantities of gas delivered to the consumer, with the following exceptions:
- (1) When Company's meter is found to be inaccurate, non-registering or index has been obliterated beyond reading then appropriate determination of the gas delivered shall be made in accordance with the procedures set out in Section 5, Article (1).
- (f) Rate Application and Rendition of Bills: Customers receiving gas service from the distribution facilities of the Company within its certificated area, shall be rendered bills at the approved rates applicable to the following classifications of service:
- (1) General Service Schedule - 1: Shall be available to residential, commercial and all other classes of customers not specifically mentioned, and under further conditions set out in Section 2, Article (b).

Section 5 Cont.

- (2) Commercial Schedule - C-1: Shall be available to commercial customers who contract with Company as set out in Section 2, Article (c).
- (3) Limits of Use: All gas delivered to any customer is for the sole use of such customer on the consumer's premises only, and such gas shall not be redelivered or resold or the use thereof by others permitted unless otherwise expressly agreed to in writing by the Company.
- (4) Tax Additions: The applicable proportionate part of any taxes or governmental impositions which are assessed on the basis of the gross revenues from the gas or service sold and for the volume of gas purchased for sale or sold by Company, shall be added to Company's authorized rates concurrently in effect.
- (5) Application of Increased Cost: The Company's current rates are subject to increase or decrease in each Term by the amount of any increase(s) or decrease(s) subsequent to January 1, 1966 in the price per Therms paid by the Company for gas purchased, with correction being made for volume on an appropriate measurement basis.
- (6) The billing of all customers shall be completed as promptly as practicable following the Company's established monthly meter reading date, but not to exceed a period of more than five (5) days. Customers shall be allowed ten (10) days following the date bills are rendered to pay the net amount, thereafter the account becomes past due.
- (g) Discontinuance of Service: Whenever any customer fails to pay his account within ten days following the date due, the full amount of any bill for gas or other charges authorized to be made by these rules and regulations, the Company shall give customer five days written notice that if account is not paid in full within the grace period, it will be necessary for Company to apply customer's security deposit and accrued interest, if any, to his account.

Should the amount of customer's security deposit and accrued interest not be sufficient to cover total amount due Company, then service will be discontinued. Following

Section 5 Cont.

such action, if customer wishes to resume gas service it will be necessary for him to pay Company the balance of his unpaid account in addition to a \$25.00 reconnection charge and to put up a security deposit with the Company before service will be resumed.

- (h) The Company shall have the right to discontinue service at any time without advance notice to customer for any of the following reasons:
- (1) Presence of an unsafe condition found on Consumer's premises.
 - (2) Destruction, damaging or tampering with the Company's property on the Consumer's premises.
 - (3) Refusal at any reasonable time to grant an authorized representative of the Company access to the Consumer's premises for any lawful purpose.
 - (4) Use, sale or delivery of gas in violation of the terms of Consumer's service agreement, contract or these rules and regulations or any applicable law or ordinance.
- (i) Meter Testing and Billing Adjustments: All gas to be delivered by Company shall be measured at point of delivery by meters of a standard type and are to be installed and maintained by and at the expense of Company.

Customer shall have access to such meter (s) at all reasonable times, together with the right to witness tests and inspection of said meter (s) and to have a representative present at the readings of meter (s).

In the event customer should install meter (s) to check Company's meter (s), then Company shall have the same rights of access to and inspection of customer's check meter (s) as customer enjoys with reference to Company's meters.

Company's meters shall be tested in the presence of a representative of customer, if customer desires to have a representative present.

Any meter found upon test to register within three percent (3%) of the accuracy, whether slow or fast, shall be deemed to be correct. If a meter is found to register more than three percent (3%), slow or fast, then for the

Section 5 Cont.

period between the discovery of the inaccuracy and the last previous test the reading of such meter shall be corrected by increasing or decreasing the volume of gas, as the case may be, by an amount equal to the difference between the total inaccuracy and three percent (3%).

In no event shall an adjustment for inaccuracy extend over a period longer than thirty (30) days.

In the event Company's meter index should be damaged to the extent that it could not be read or meter should become inoperative with meter valves open, the quantity of gas delivered during such period shall be determined by one of the following methods applicable:

- (1) By computing the deliveries from the registration of customer's check meter, should customer have a corresponding meter installed and accurately registering;
 - (2) By estimating the quantity delivered upon the basis of deliveries during preceding billing period under similar conditions when the meter was registering accurately.
- (j) Adjustment Due to Leakage on Customer's Lines: No adjustment shall be made and the Company shall not be liable for any leakage beyond the point of delivery.
- (k) Disputed Bills: In the event that a customer should question the amount of any bill for service rendered by Company, the proper remedy for such customer to prevent disconnection for non-payment of his bill shall be to pay the disputed account under protest to the Company. The Company shall promptly make a thorough investigation of the disputed account and if found to be correct, Company representatives will endeavor to explain all points in question to the customer. If the account is found in error, the Company shall promptly correct same and render a corrected bill to the customer, together with any refund to which customer is entitled.
- (l) Change of Occupancy: When a customer moves from any premises supplied by the Company with gas service, notice thereof shall be given at the office of Gas Company prior to the date of such change, by the outgoing party, who will be held responsible for all service supplied to the premises

Section 5 Cont.

until such notice is received, and final meter reading made.

- (m) Manner of Serving Notice: Notice by Company or customer may be given by or to an authorized representative of the Company or by letter or postcard deposited in the United States mail with postage prepaid. The notice shall be considered given when deposited in the United States mail, postage prepaid.

SECTION NO. 6

RESPONSIBILITY FOR GAS EQUIPMENT

- (a) The Company shall be responsible for the safe conduct and handling of the gas until it passes the point of delivery specified in Section 5 of these regulations. Except as stated herein, the entire responsibility for the safe conduct, handling and utilization of the gas after it passes the point of delivery shall be that of the consumer, the consumer shall pay to the Company the costs of repairing, or replacing such property.
- (b) Although the Company assumes no responsibility for the safe upkeep or operating conditions of any consumer's service line downstream of the point of delivery or of his house piping, fixtures or appliances, the Company may refuse to turn on the gas to any consumer's premises until all the consumer's pipes, and appliances have been tested and found to be tight, safe and free from leaks and in good, safe, operating condition. Such proof, if requested by the Company, shall be in the form of a certificate executed by a licensed plumber or by the local municipal gas inspector, certifying that such pipes and appliances have been tested and found to be tight, safe, free from leaks and ready for use. After the gas has been turned on the Company may also, though it shall not be obligated to do so, test the consumer's pipes and appliances for leakage at any reasonable hour. Whenever leakage is found in any such test, the Company reserves the right to refuse or discontinue service until such leakage is properly corrected.
- (c) Immediate notice shall be given to the Company by the Consumer of any gas escaping on the Consumer's premises. Under no circumstances shall the Company be charged with constructive notice of defects in piping, equipment and/or appliances (other than the meter, service cock, regulator and other facilities installed by the Company) from the point

Section 6 Cont.

of delivery specified in Section 5 of these regulations. Upon receipt of notice of escaping gas, the Company shall, as promptly as may be feasible under the circumstances, send one of its representatives to investigate the matter. If the leakage is found to be caused by any of the Company's facilities, the Company shall have the right to temporarily discontinue service until the leakage can be corrected. In the event the leakage is found to be caused by facilities for the upkeep of which the consumer is responsible, the Company shall have the right to discontinue service until such time as the leakage is corrected through proper changes, adjustments and/or repairs.

SECTION NO. 7

CONDITIONS GOVERNING EXTENSIONS OF GAS MAINS AND SERVICE LINES

- (a) Free main and Service Line Extension: The following maximum amount of free main and service line extension shall be allowed for the purpose of providing gas service to NEW residential and/or commercial consumers served on Company's General Service Rate.

Charges made to customer for any excess footage on service lines may be included in the Company's standard form "CASH DEPOSIT GAS MAIN CONTRACT" however such amounts are nonrefundable and shall not at any time be included in the following described methods of calculating refunds for new customers added, or for the payment of interest thereon.

- (1) Fifty (50) feet of main line for each bona fide gas consumer, plus footage across all intersecting dedicated streets, alleys and public ways.
- (2) In any instance where the Company is able to reduce its cost by participating in a community ditch program with another utility, the amount of the free main extension shall equal the normal cost of installing fifty (50) feet of main by the Company.
- (3) The free footage allowances shown above are limited to pipe sizes of 4-inch and smaller.
- (4) Proposed extensions to serve larger than average customer(s) shall be considered on a revenue basis.

Section 7. Cont.

(b) Customer Contribution in Aid of Construction: - On proposed extensions that exceed the free footage allowance, Company will extend its facilities up to a maximum of 4500 feet combined distance of mains and service lines, provided customer(s) will sign an extension agreement and advance to Company the cost of excess footage at the actual cost to the Company.

(c) General Conditions

- (1) Plant and equipment design: In the interest of customer service, Company shall determine the size of pipe and equipment in the construction of extensions to its distribution facilities so as to enable it to maintain an adequate volume of gas at proper pressure conditions.
- (2) All easements or rights-of-way required by Company for an extension, or any part thereof, on customer's premises or other private property, shall be furnished without cost to Company.
- (3) Service Lines: Shall be defined as Company supply line extending from its mains to a point on or adjacent to customer's premises where Company owned meter is located, which shall be known as the point of delivery.

Under Company's policy, fifty (50) feet of service line will be extended uniformly at Company expense to all customers coming under the classification of Company's GENERAL SERVICE RATE. The cost-free allowance of 50 feet shall be in addition to distance across intersecting public thoroughfares for travel or utility easements.

If, for any reason Company's meter should be installed at a distance from Company mains, greater than the free allowance, then customer shall pay Company for such excess footage at the uniform rate per foot as shown in Section No. 7, Article (b). The amount paid by customer for such excess footage is nonrefundable and all pipe, fittings, meter and regulator located between Company's main and the point of delivery at the outlet of meter shall not exceed the net distance of 200 feet, all of which shall become the property of Company and will be owned, operated and maintained by Company in accordance with provisions set forth in Section No. 5, Articles (b) and (c).

Section 7 Cont.

All service lines, whenever practicable, shall be extended at right angle from Company's main on a tangent to meter location.

- (4) The course that main line extensions follow shall be determined by Company and construction is to be confined to public streets, roadways or rights-of-way easements.

SECTION NO. 8

POLICY ON TRAILER PARKS

- (a) Each trailer must have an outside make up air vent.
- (b) Each trailer must have a flexible connector of a minimum length of 36" between the bottom of the trailer and ground level at the gas inlet to the trailer.

Attachment 2:

Derivation of LIRA Surcharge

SOUTHWEST GAS CORPORATION
DERIVATION OF THE ESTIMATED LIRA PROGRAM COST
FOR THE YEAR ENDED AUGUST 2006

Total Residential Customers [1]	1132
Estimated participation rate [2]	<u>15%</u>
Estimated number of Program Participants	<u>170</u>
Requested Benefit per Customer (\$12.10 per winter bill) [3]	<u>\$ 72.60</u>
Estimated Program Cost	<u>\$ 12,342</u>
Requested Program Cap	\$ 12,500

^[1] May 2005 Monthly PGA filing

^[2] Based on LIRA participation rate in other Arizona Communities with similar demographics.

^[3] Current average annual benefit per Low Income Customer in Southwest's Arizona Natural Gas Jurisdictions using rates effective April 29, 2005.

SOUTHWEST GAS CORPORATION
ARIZONA
AVERAGE MONTHLY BILL PER LOW-INCOME CUSTOMER
USING RATES EFFECTIVE APRIL 29, 2005

Line No.	Description (a)	September-03 (b)	October-03 (c)	November-03 (d)	December-03 (e)	January-04 (f)	February-04 (g)	March-04 (h)	April-04 (i)	May-04 (j)	June-04 (k)	July-04 (l)	August-04 (m)	Total (n)	Line No.
1	Average Monthly Bill														
2	Standard Rate	\$ 19.44	\$ 20.46	\$ 30.12	\$ 66.37	\$ 85.24	\$ 66.65	\$ 56.88	\$ 38.99	\$ 27.10	\$ 21.91	\$ 20.34	\$ 19.15	\$ 472.66	1
3	Low-income Rate	18.37	19.39	24.80	53.50	68.75	53.69	45.91	31.66	25.99	20.83	19.27	18.06	400.03	2
4	Low-income Discount Percent	(1.07)	(1.07)	(5.52)	(12.87)	(16.49)	(12.96)	(10.97)	(7.34)	(1.11)	(1.08)	(1.07)	(1.07)	(72.63)	3
		-5.5%	-5.2%	-18.3%	-19.4%	-19.3%	-19.4%	-19.3%	-18.8%	-4.1%	-4.9%	-5.3%	-5.6%	-15.4%	4

Sales Rates

Standard Rate	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Basic Charge	1.00556	1.00556	1.00556	1.00556	1.00556	1.00556	1.00556	1.00556	1.00556	1.00556	1.00556	1.00556	1.00556	1.00556
First Block	1.01638	1.01638	1.01638	1.01638	1.01638	1.01638	1.01638	1.01638	1.01638	1.01638	1.01638	1.01638	1.01638	1.01638
Second Block														

Low-Income Rate

Basic Charge	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
First Block	1.09404	1.09404	1.09404	1.09404	1.09404	1.09404	1.09404	1.09404	1.09404	1.09404	1.09404	1.09404	1.09404	1.09404
Second Block	1.00986	1.00986	1.00986	1.00986	1.00986	1.00986	1.00986	1.00986	1.00986	1.00986	1.00986	1.00986	1.00986	1.00986
Over														

***Rates Effective April 29, 2005