5.1 INSPECTION, MAINTENANCE AND REPLACEMENT OF FACILITIES

(A) The Company shall be solely responsible for the inspection, testing, operation, maintenance, replacement and reconstruction of all mains, service lines, service connections and appurtenant facilities which it used to supply gas to customers. This includes performing leakage surveys and atmospheric corrosion inspections on service lines up to the building foundation wall if a meter is located outside and up to the outlet of a meter if a meter is located inside.

(B) The Company shall bear the cost of inspecting, testing and operating all facilities. It shall bear the cost of maintaining, replacing or reconstructing all main and appurtenant facilities. It shall also bear the cost of maintaining, replacing or reconstructing the service line and appurtenant facilities necessary to serve each as if such customer were an applicant for service, unless an act or omission of the customer necessitates the replacement or reconstruction.

(C) If an act or omission of any customer who had installed facilities necessitates the replacement or reconstruction of such facilities, the customer shall pay to the Company the cost of replacement or reconstruction.

(D) The Company reserves the right to make an inspection of premises before rendering service in order to see that its rules are complied with. Should the installation fail to be in compliance with the Company's and/or other applicable rules, service shall not be rendered and the Company shall assess an $80 fee for any subsequent re-inspections of the installation. Neither by inspection or non-rejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

(E) Except to the extent prevented by circumstances beyond its control, the Company shall conduct a field inspection as soon as reasonably possible and within 60 calendar days of the following:

1. a request contained in a service application;
2. a reasonable customer request;
3. the issuance of a field inspection order in accordance with the Company's bill review program;
4. notification from any reasonable source that service may not be correctly metered;
5. a directive by the Commission or its authorized designee.

Issued By: Timothy Cawley, President, Pearl River, New York
(Name of Officer, Title, Address)
5. PIPING AND EQUIPMENT (Cont'd.)

(F) The Company shall assess a $100 penalty charge in the event that: (1) a customer misses two scheduled appointments with the Company to gain access to the customer’s premises in order to perform leakage surveys and/or atmospheric corrosion inspections; or (2) a customer denies the Company access to the premises to perform leakage surveys and/or atmospheric corrosion inspections, at any reasonable time.

(G) A non-residential customer who directly or indirectly prevents or hinders any duly authorized officer or agent of the Company from entering the building or location or from making an inspection or examination, at any reasonable time, may be billed a $100 penalty charge for each such offense.

5.2 INCREASED CAPACITY

The customer shall give the Company written notice in advance of any proposed increase in service required, stating the amount, character and expected duration of time the increased service will be required. If such increase necessitates added or enlarged facilities (other than metering equipment) for the sole use of the customer, the Company may require the customer to make a reasonable contribution to the cost of adding or enlarging the facilities whenever the customer fails to give assurance, satisfactory to the Company, that the taking of the increased services shall be of sufficient duration to render the supply thereof reasonably compensatory to the Company.