

Decision No. 6543

ORIGINAL

BEFORE THE RAILROAD COMMISSION
OF THE STATE OF CALIFORNIA

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In the Matter of the Application of)
PACIFIC GAS AND ELECTRIC COMPANY, a)
corporation, for an order approving)
and authorizing the placing in ef-)
fect of its rules and regulations)
in accordance with which gas will)
be supplied in the territory served)
by it.)

APPLICATION

NO. 1845

C. P. Cutten for Applicant.

DEVLIN, Commissioner:

O P I N I O N

Pacific Gas and Electric Company, applicant here-
in, requested that the Railroad Commission approve a cer-
tain set of rules and regulations governing the furnish-
ing of gas service.

The rules and regulations set forth by appli-
cant did not meet with this Commission's approval, and
after a preliminary hearing applicant was directed to sub-
mit revised rules and regulations. Subsequent thereto,

however, the Gas and Electric Division of this Commission prepared and submitted in evidence, proposed rules and regulations to govern applicant's gas service, which, with certain revisions and changes thereafter made, are found to be just and reasonable rules and regulations for applicant to make effective on its system. These revised rules are set forth in the order herein.

In approving and ordering effective the rules as set forth in the order herein, I am mindful of the fact that any rules and regulations may prove entirely different as to their reasonableness, dependent upon the method of application. Rules and regulations, to be most effective, should not be too rigid but must, to a certain extent, be a statement of principles to be fairly followed. Arbitrarily applied, the rules and regulations may in some cases become over-burdensome and unfair to the consumers, and again it is possible for certain consumers to take advantage of certain broad rules to the extent that an unfair burden is placed upon the company and its other consumers. In view of these possibilities I recommend that the Commission approve and order effective these rules and regulations with the understanding that if, in practice and application, they do not work out fairly in all respects to either the utility or its consumers, that this Commission hereafter make such changes and amendments as may appear advisable.

I recommend the following form of order:

O R D E R

PACIFIC GAS AND ELECTRIC COMPANY having applied to the Railroad Commission for approval of certain rules and regulations governing gas service, and the Railroad Commission having found that said rules and regulations as a whole are not fair and reasonable rules and regulations and that the rules and regulations set forth in the order herein are fair and reasonable rules and regulations to govern the gas service of Pacific Gas and Electric Company to its consumers,

IT IS HEREBY ORDERED that the rules and regulations attached hereto and marked Exhibit "A" be established as the effective rules and regulations governing the gas service of Pacific Gas and Electric Company to its consumers, the same to become effective on and after the thirty first day of August 1919.

IT IS HEREBY FURTHER ORDERED that Pacific Gas and Electric Company file with the Railroad Commission said rules and regulations herein established on or before the thirty first day of August, 1919.

The foregoing Opinion and Order are hereby ap-

proved and ordered filed as the Opinion and Order of
the Railroad Commission of the State of California.

Dated at San Francisco, California,

this first day of August, 1919.

Edwin O. Egerton
H. D. Loveland
Frank R. Derby

Commissioners

EXHIBIT "A"

RULES AND REGULATIONS

No. 1 - Notice of Filing of Rules and Regulations

The following rules and regulations have been regularly filed with the Railroad Commission of the State of California and are the effective rules and regulations of this company.

No officer, inspector, solicitor, agent or employee of the company has any authority to waive, alter or amend in any respect these rules and regulations or any part thereof.

Rates, rules and regulations herein set forth are subject at all times to change or abolition, after proceedings duly had, by the Railroad Commission of the State of California or any other public authority having jurisdiction, and changes in the rules and regulations herein set forth must first be approved or accepted by the Railroad Commission of the State of California or other public authority having jurisdiction before they become effective.

No. 2 - Character of Service

The gas supplied by this Company in the several districts will be of the heating quality required by the Railroad Commission of the State of California or other public authority having jurisdiction applicable to the district supplied. The pressure at which gas is delivered will be in accordance with the standard of gas service of the Railroad Commission, or other public authority having jurisdiction unless otherwise specified.

No. 3 - Application for Service

The Company will require each prospective consumer to sign an application for the service desired, and also establish his credit. Application will normally be

made in writing at the local office of the Company, or to a duly authorized agent or employee.

Application for service shall set forth:

- (a) Location of premises,
- (b) Date applicant will be ready for service,
- (c) Whether the premises has been heretofore supplied,
- (d) Purpose for which service is to be used, with description of appliances,
- (e) Address to which bills are to be mailed or delivered,
- (f) Whether applicant is owner, agent or tenant of premises,
- (g) Rate schedule desired,
- (h) Such other information as the Company may reasonably require.

The application is merely a written request for service, and does not in itself bind the company to serve except under reasonable conditions, nor does it bind the consumer to take service for a longer period than the minimum requirements of the rate.

No. 4 - Contracts:

Contracts will not be required as a condition precedent to service except:

- (a) As may be required by conditions set forth in the regular schedule of rates, approved or accepted by the Railroad Commission of the State of California.
- (b) In the case of gas main extensions or temporary service when a contract will not be required for a period to exceed three years, except by special permission from the Railroad Commission of the State of California.

No. 5 - Special Information required on Forms

- (a) Contracts

Each contract form for gas service will contain the following provisions:

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

(b) Bills

- (1) Each bill for gas service will contain on the face thereof the following notation:

"See other side for rules regarding payment of bills, disputed bills and discontinuance of service."

- (2) Each bill for gas service will contain on the back thereof a copy of Rule and Regulation No. 6 (b-2), No. 9 (a) and No. 11.

(c) Deposit Receipts

Each deposit receipt for gas service will contain the following:

"PLEASE NOTE:

This deposit less the amount of any unpaid gas bills will be refunded together with any interest due, at 6% per annum, upon discontinuance of service, or after the deposit has been held for 12 consecutive months, during which

time continuous gas service has been received and all bills for such service have been paid in accordance with the Rules and Regulations as approved by the Railroad Commission of the State of California.

"No interest will be paid if service is discontinued for any cause within less than 12 months from date of making deposit.

In order to secure the refund, this receipt should be endorsed by the consumer and returned to the Company."

No. 6 - Establishment and Re-Establishment of Credit

Each applicant for service will be required to establish or re-establish his credit to the satisfaction of the Company before service will be rendered.

(a) Establishment of Credit

The applicant's credit will be deemed established:

- (1) If applicant is the owner of the premises upon which the company is requested to furnish service, or is the owner of other real estate within the district of the company in which service is requested.
- (2) If the applicant makes a cash deposit with the company to secure the payment of any bills for service to be furnished by the company under the application as provided in Rule and Regulation No. 7 herein contained.
- (3) If the applicant furnishes a guarantor or bond satisfactory to the company for the payment to the company of bills of applicant for the service to be furnished by the company under the application.
- (4) If the applicant has previously been a consumer of the company and has paid all bills for gas service, on the average, within the period as set forth in Rule and Regulation No. 9-a for a period of 12 consecutive months immediately prior to the date when the applicant for service previously ceased to take service from the company, provided such service occurred within two years from date of the new application for service.

(b) Re-Establishment of Credit

(1) An applicant who has been a gas consumer of the company, and whose service has been discontinued for failure to pay his gas bills within the period as set forth in Rule and Regulation No. 9-a within the last 12 months of service may be required to re-establish his credit by making the regular cash deposit.

(2) A consumer who fails to pay bills as provided in Rule and Regulation No. 9-a and who, further, fails upon second notice of not less than 5 days to pay said bills in time required by the second notice, may be required to pay said bills and to re-establish his credit by making a cash deposit with the company of an amount not to exceed a sum equal to twice the estimated average periodic bill for that service.

A consumer whose service has been discontinued for failure to pay bills as provided in Rule and Regulation No. 9-a may be required, before service is resumed to re-establish his credit as provided in the preceding paragraph.

No. 7 - Deposits

(a) Residence or Domestic Service

The amount of the deposit to establish credit required of applicants to obtain gas service for residence or domestic purposes will be \$2.50.

(b) Other Classes of Service

The amount of the deposit to establish credit required of applicants to obtain gas service for all classes of service, other than residence or domestic service, will not exceed a sum equal to twice the estimated average periodic bill for that service.

(c) Re-Establishment of Credit

The amount of the deposit to re-establish credit required for any class of gas service from an applicant for service as set forth in Rule and Regulation No. 6-b, or from any consumer whose service has been discontinued for non-payment of bills, or who has failed to pay bills upon second notice in time required by second notice which will not be less than 5 days, shall not exceed a sum equal to twice the estimated average periodic bill for that service.

No. 8 - Return of Deposit - Interest on Deposit

(a) Return of Deposit

The company will notify the consumer that his deposit is subject to return, and will refund the deposit

(with interest as set forth under "b") upon surrender to the Company of the deposit receipt properly endorsed, or upon signing a cancellation receipt for same,

- (1) When the service is ordered discontinued by the consumer except when there are charges due the company for gas service to the consumer, in which case the deposit will be applied to the charges and the excess portion of the deposit will be returned.
- (2) When the consumer has received continuous service and has paid gas bills on the average within the period as set forth under Rule and Regulation No. 9-a for a period of 12 consecutive months.

(b) Interest on Deposit

Interest at the rate of 6% per annum will be paid on deposit held by the company for the first 12 consecutive months during which time the consumer has received continuous gas service and has paid all bills for such gas service on the average within the period as set forth in Rule and Regulation No. 9-a, and for such additional time thereafter as the company may hold the deposit, up to the date on which the consumer is notified that the deposit is subject to return.

No interest will be paid if service is discontinued for any cause within less than 12 months from date of making deposit.

No. 9 - Discontinuance of Service

(a) Non-Payment of Bills

A consumer's gas service may be discontinued for the non-payment of a bill for gas service rendered, provided that the bill has not been paid within,

15 calendar days after presentation where bills are normally made out monthly.

7 calendar days after presentation where bills are normally made out fortnightly.

4 calendar days after presentation where bills are normally made out weekly.

and further provided that in case a deposit to guarantee bills has been made, the service will not be discontinued until the amount of the deposit has been fully absorbed.

A consumer's gas service may be discontinued for non-payment of a bill for gas service rendered him at a previous location served by the company, provided said bill is not paid within 30 days after presentation at the new location.

(b) Unsafe Apparatus

The company shall have the right of refusing to or of ceasing to deliver gas to a consumer if any part of the consumer's service, appliances, or apparatus shall at any time be unsafe, or if the utilization of gas by means thereof shall be prohibited or forbidden under the authority of any law or municipal ordinance or regulation (until such law, ordinance or regulation shall be declared invalid by a court of competent jurisdiction), and may refuse to serve until the consumer shall put such part in good and safe condition and comply with all laws, ordinances and regulations applicable thereto.

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

(c) Fraud

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

(d) Non-Compliance with Company's Rules

If the consumer should fail to comply with any of the company's rules and regulations from time to time in force, the company will advise the consumer of such failure. If the consumer does not remedy same within a reasonable time, the company shall have the right, after giving due notice, to discontinue service to the consumer.

Except in cases of emergency, or as otherwise provided, the company will not discontinue the service of any consumer for violation of any rule and regulation except on written notice of at least 5 days, advising the

consumer in what particular such rule and regulation has been violated for which service will be discontinued if the violation is not remedied. This notice may be waived in the event of discovery of a dangerous condition on a consumer's premises, or in case of a consumer utilizing the service in such a manner as to make it dangerous for occupants of the premises, thus rendering the immediate discontinuance of service to the premises imperative.

(c) Consumer About to Vacate Premises

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

(f) Usage of Service Detrimental to Other Consumers

The company will not furnish service to gas apparatus or appliances, the operation of which will be detrimental to the gas service being furnished by the company to its other consumers in the immediate vicinity or supplied from the same distribution system, and the company will refuse to continue furnishing gas to any consumer who shall, after being notified by the company to discontinue the use of gas for such apparatus or appliances, continue to so use the same.

No. 10 - Reconnection Service Charge

A reconnection charge of \$1.00 may be made and collected by the company before service is renewed where service has been discontinued for non-payment of bills as required by these rules and regulations, or to protect the company against fraud, or for failure to comply with the rules and regulations of the company.

No. 11 - Disputed Bills

In case of a dispute between a consumer and the company as to the correct amount of any bill rendered by the company for gas service furnished to the consumer, the consumer will be notified by the company to deposit with the Railroad Commission of the State of California the

amount claimed by the company to be due. Upon receipt of said deposit the Commission will investigate the facts and communicate its findings to the parties.

Failure on the part of the consumer to make such deposit within 15 days after written notice by the company that such deposit be made or service may be discontinued, shall warrant the company in discontinuing the service to the consumer without further notice.

No. 12 - Payment of Bills

Bills for gas service will be rendered according to registration of the meter at regular intervals, and are due and payable upon presentation. Payment shall be made at the office of the company, or at the company's option, to duly authorized collectors of the company.

Removal bills, special bills, bills rendered on vacation of premises, or bills rendered to persons discontinuing the service, shall be paid on presentation. Bills for connection or reconnection of service and payments for deposits or to reinstate deposits as required under the rules and regulations of the company shall be paid before service will be connected or reconnected.

No. 13 - Meters and Appliances

(a) Meters and Appliances

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

No rent or other charge whatsoever will be made by the consumer against the company for placing or maintaining said meters, regulators, service pipe, appliances, fixtures, etc. upon the consumer's premises. All meters will be sealed or soldered by the company, and no such seal or solder shall be tampered with or broken except by a representative of the company appointed for that purpose. The consumer shall

exercise reasonable care to prevent the meters, regulators, service pipe, appliances, fixtures etc. of the company upon said premises from being injured or destroyed and shall refrain from interfering with the same, and, in case any defect therein shall be discovered, shall notify the company thereof.

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

(b) Meter Installation

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

In all buildings in which separate meters are hereafter required to be installed for various floors or groups of rooms in order to measure the gas supplied to each tenant, all meters will be located at a central point, and each such meter will be clearly marked to indicate the particular location supplied by it.

Master-meters will be furnished and installed by the company upon application by the owner, lessees or tenant of any building having five or more groups of rooms or floors which are rented and metered separately, provided that the company shall not be required to supply both master and sub-meters without receiving a reasonable rental charge for the latter in case gas is sold to the consumer through master-meter to be resold by purchaser through sub-meters.

No. 14 - Meter Reading

Meters will be read as nearly as possible at regular intervals, either once each month, fortnight or week, depending upon the conditions of service. Meter readings for domestic and residence service will be monthly. Due to Sundays and holidays, it is not always possible to read meters on the same date each month. Where, however, the monthly period is less than 27 days or more than 33 days a prorata correction will be made.

Opening bills will be rendered for actual gas consumed where gas is used for less than a full month, but in no case will the charge be less than the prorata of the minimum applicable to that service in question.

No. 15 - Meter Tests

Any consumer may, upon not less than five days' notice, require the company to test his gas meter. No deposit or payment will be required from the consumer for such test except -

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

<u>Equivalent Meter Capacity</u>	<u>Amount of Deposit</u>
10 light or less	\$1.00
20 to 45 light	2.00
All over 45 light	4.00

And the amount so deposited will be returned to the consumer if the meter is found, upon test, to register more than 2% fast or slow under conditions of normal operation.

Meter tests will be conducted in accordance with the gas standard requirements of the Railroad Commission of the State of California.

A consumer shall have the right to require the company to conduct the test in his presence, or if he so desires, in the presence of an expert or other representative appointed by him.

A report giving the name of the consumer requesting a test, the date of the request, the location of the premises where meter has been installed, the type, make, size and number of meter, the date of removal, the date tested, and the result of the test will be supplied to the consumer within a reasonable time after completion of the test.

All meters will be tested at the time of their installation and no meter will be placed in service or allowed to remain in service, which has an error in registration in excess of 2% under conditions of normal operation.

No. 16 - Adjustment of Bills for Meter Error

- (a) When, as the result of any test, a meter is found to be more than 2% fast, the company shall refund to the consumer the overcharge, based on the corrected meter readings for the period in which the meter was in use, not exceeding six months, unless it can be shown that the error was due to some cause, the date of which can be fixed. In this case the overcharge shall be computed back to, but not beyond, such time.
- (b) If, in the case of domestic or residential service, the meter upon test as herein provided is found not to register, or to register less than 75% of the actual consumption, an average bill or a bill for the gas consumed, but not covered by the bills previously rendered for a period not to exceed three months, may be rendered to the consumer by the company, subject to review by the Railroad Commission.
- (c) If a meter for commercial service, upon test, as herein provided, is found to register more than 2% slow, the company may render a bill for gas consumed but not covered by bills previously rendered for a period not to exceed three months, subject to review by the Railroad Commission of the State of California, provided that if the actual period of error exceeds three months and same can be definitely determined, the correction to be made as herein provided may cover such actual period, subject to the approval of the Railroad Commission.

No. 17 - Readings of Separate Meters not combined

For the purpose of making charges, all meters upon the consumer's premises will be considered separately, and the readings thereof will not be combined, except that where the company shall, for operating necessity, install upon the consumer's premises, in place of one meter, two or more meters, then the readings of such two or more meters will be combined for the purpose of making charges.

No. 18 - Notices

Any notice the company may give to any consumer supplied with gas by said company under and pursuant to the effective rules and regulations of the company

may be given by written notice either delivered at the address hereinafter described in this Rule and Regulation, or properly enclosed in a sealed envelope and deposited in any United States Post Office in the territory served by the company, postage prepaid, addressed to the consumer at the consumer's place of address specified in the consumer's application for service of gas, or in the consumer's contract in case such consumer has a contract for gas service, or at such address as may be subsequently given in writing therefor by the consumer to the company at its local district office.

Any notice from any consumer to the company under any of the company's schedules of rates, or under and pursuant to the effective rules and regulations of the company may be given to the company by himself in person, or by an authorized agent at its local office in the district where service is rendered to the consumer, or by written notice properly enclosed in a sealed envelope and addressed to the company's local district office, postage prepaid, and deposited in any United States Post Office in the territory served by the company.

No. 19 - Rates and Optional Rates

The rates to be charged by and paid to the company for gas service will be the rates legally in effect and on file with the Railroad Commission of the State of California. Complete schedules of all rates legally in effect for any district will be kept at all times in the company's local offices for that district, where they will be available for public inspection.

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

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

In the event that a consumer desires to take service under a different schedule than that under which

he is being served, the change will become effective for service rendered after the next regular meter reading following the date of notice to the company.

No. 20 - Gas Main Extensions

The company will be governed in the making of gas main extensions by the rules of the Railroad Commission of the State of California in the territory where that Commission has jurisdiction.

No. 21 - Extension of Gas Service: Cost and Ownership on Private Property

Upon application by a bona fide applicant for service, the company will, at its own expense, furnish and install a service pipe of suitable capacity from its gas main to the property line of property abutting upon any public street, highway, alley, lane or road along which it already has or will install street mains, and will install, at its own expense, a further extension of 50 feet on the private property or as much of such 50 feet as may be necessary. The Company will install that portion of each service in excess of the 50 feet inside of property line, the expense of same to be paid by the consumer.

The materials furnished by the company, at its own expense, in the construction of such service extension will at all times be and remain the sole property of the company, which will have the right, by its agents or employees, to enter upon the property of the applicant and remove such materials after the applicant shall cease taking service from the company. The materials furnished by the applicant in the construction of such extension will at all times be and remain the sole property of the applicant, but as long as such extension shall be used by the company to furnish service to the consumer, the company will make all ordinary repairs thereon, and have sole control of the same.

No. 22 - Temporary Service

Temporary service, as herein considered, refers to service to circuses, bazaars, fairs, temporary

restaurants, construction works, etc., of a temporary nature.

The company will, if in its opinion the furnishing of such service will not work an undue hardship upon it or its then existing consumers, furnish temporary service under the following conditions:

- (a) The applicant for such temporary service shall be required to pay to the company in advance or otherwise, as the company may elect, the net cost of installing and removing any facilities necessary in connection with furnishing of such service by the company.
- (b) Each applicant for temporary service shall be required to deposit with the company a sum of money equal to the estimated amount of the company's bill for such service, or to otherwise secure, in a manner satisfactory to the company, the payment of any bills which may accrue by reason of such service so furnished or supplied.
- (c) Nothing in this rule and regulation shall be construed as limiting or in any way affecting the right of the company to collect from the consumer any other or additional sum of money which may become due and payable to the company from the consumer by reason of the temporary service furnished or to be furnished hereunder.

No. 23 - Shortage of Gas Supply and Interruption
of Delivery

The company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of gas to the consumer, and to avoid any shortage or interruption of delivery of same. The company will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage occasioned thereby, if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause not within its control.

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

In case of shortage of supply, the company will have the right to give preference in the matter of furnishing gas to the United States and the State of California, and cities, cities and counties, counties and towns, their inhabitants for lighting and for public purposes, and to other public utilities and those engaged in public or quasi-public service, **if necessary.**

No. 24 - Supply to Separate Premises and Resale of Gas

Where the company has adequate service facilities to supply separate premises, such separate premises, even though owned by the same consumer, will not be supplied with gas through the same meter.

Unless especially agreed upon, the consumer shall not resell any of the gas received by him from the company to any other person or for any other purpose, on other premises than specified in his application for service.

No. 25 - Company's Right of Ingress To and Egress
From Consumer's Premises

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

As provided for in the Rules and Regulations herein contained, the company shall have the right to remove any and all of its property installed on the consumer's premises at the termination of service.

No. 26 - Consumer Responsible for Equipment for
Receiving Gas

The consumer shall, at his own risk and expense, furnish, install and keep in good and safe condition all regulators, ~~xxxxxx xxxxxx~~ gas mains, appliances, fixtures and apparatus, which may be required for receiving gas from the company, and for applying and utilizing such gas, including all necessary protec-

tive appliances and suitable building therefor, and the company shall not be responsible for any loss or damage occasioned or caused by the negligence, want of proper care, or wrongful act of the consumer or of any of his agents, employees or licensees on the part of customer in installing, maintaining, using, operating or interfering with any such regulators, service pipes, gas mains, appliances, fixtures or apparatus.

No. 27 - Service Connections made by Company's Employees

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

No. 28 - Compensation to Company's Employees

All inspectors, agents and employees of the company are strictly forbidden to demand or accept any personal compensation for services rendered to a consumer.

No. 29 - Change of Consumer's Apparatus or Equipment

In the event that the consumer shall make any material change either in the amount or character of the gas appliances or apparatus installed upon his premises to be supplied with gas by the company, the consumer shall immediately give the company written notice of this fact.