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Tanowa M. Troupe, Secretary Public Utilities Commission of Ohio 180 East Broad Street, 11<sup>th</sup> Floor Columbus, Ohio 43215

RE: Late-Filed Attachment B to May 23, 2019 Stipulation Between Suburban and Staff in Case Nos. 18-1205-GA-AIR, et al.

Dear Ms. Troupe,

On May 23, 2019, Suburban Natural Gas Company (Suburban) and Staff of the Public Utilities Commission of Ohio (Staff) filed a Stipulation and Recommendation (Stipulation) in Case Nos. 18-1205-GA-AIR, et al. Under to Section III.G.2 of the Stipulation, Suburban agreed to file Attachment B to the Stipulation, the tariff sheets reflecting the terms of the Stipulation, as a late-filed exhibit. Pursuant to that provision, Suburban hereby files the attached tariff sheets as Attachment B to the May 23, 2019 Stipulation. This filing will be served upon all parties of record in this proceeding.

Please do not hesitate to contact us if there are any questions.

Sincerely,

Brian W. Dressel

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

CECTION I (I., I.,)	SHEET NUMBER	EFFECTIVE DATE
SECTION I (Index) Index	1	, 2019
SECTION II (Definitions)		
Definitions	2	, 2019
SECTION III (Rules and Regulations) Service		
Application for Service	3	, 2019
Establishment and Reestablishment of Credit	3	, 2019
Turning on Gas-Company Only	3	, 2019
Resale Prohibited	3	, 2019
Continuity of Service	3	, 2019
Service Not To Be Disturbed	3	, 2019
Service Not Transferable	3	, 2019
Change of Customer Address	3	, 2019
Temporary Service	3	, 2019
Customer Request to Discontinue Service	3	, 2019
Company Right to Deny or Discontinue Servi		, 2019
Disconnection Procedure	3	, 2019
Reinstitution of Service Following Disconnect		, 2019
Information about Service	3	, 2019
Billing and Metering		
Billing Periods	4	, 2019
Bill Format and Billing Procedure; Bill		
Due Date	4	, 2019
Dishonored Check and ACH Return Charge	4	, 2019
Meter Reading	4	, 2019
Quantity of Gas Delivered by Meter	4	, 2019
Payment of Bills	4	, 2019
Payment Arrangements and Responsibility	4	, 2019
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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

SHEET	Γ NUMBER	EFFECTIVE DATE
Physical Property		
Service Lines	5	, 2019
Meters Furnished	5	, 2019
Meter Location	5	, 2019
Only Company Can Connect Meter	5	, 2019
Right of Way	5	, 2019
Pressure Regulators	5	, 2019
Customer responsibility for Pipes		
And Appliances	5	, 2019
Standards for Customer's Property	5	, 2019
No Responsibility for Material or		
Workmanship	5	, 2019
Pressure Regulators	5	, 2019
Access to Premises	5	, 2019
Customer Shall Not Tamper With		
Company Equipment or Property	5	, 2019
Extension of Gas Distribution Mains	5	, 2019
Extension of Service Lines	5	, 2019
Removal of Property No Longer		
In Service	5	, 2019
SECTION IV (Rates and Charges)		
Small General Service (Rate SGS)		
Customer Charge	6	, 2019
Riders	6	, 2019
Recovery of Includable Cost of Gas Supplies	6	, 2019
Large General Service (Rate LGS)		
Customer Charge	7	, 2019
Volumetric Charge per Ccf Used	7	, 2019
Riders	7	, 2019
Recovery of Includable Cost of Gas Supplies	7	, 2019

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

SHEE	T NUMBER	EFFECTIVE DATE
Large General Transportation Service		
Definitions	8	, 2019
Applicability	8	, 2019
Term	8	, 2019
Capacity	8	, 2019
Unaccounted-for Gas	8	, 2019
Imbalances	8	, 2019
Best Efforts Monthly Balancing Service	8	, 2019
Title to Gas	8	, 2019
Record Keeping and Meter Reading	8	, 2019
Gas Quality	8	, 2019
Demand Charge	8	, 2019
Volumetric Charge per Ccf Delivered	8	, 2019
Interruptible Transportation Service	8	, 2019
General Terms and Conditions	8	, 2019
Riders		
Uncollectible Expense Rider	9	, 2019
Infrastructure Replacement Program Rider	9	, 2019
Energy Efficiency Program Rider	9	, 2019
Ohio Mcf Tax Rider	9	, 2019
Percentage of Income Payment Plan Rider	9	, 2019
Uniform Purchased Gas Adjustment Rider	9	, 2019
Gross Receipts Excise Tax Rider	9	, 2019
Miscellaneous Charges		
Reconnection Charge	10	, 2019
Dishonored Check and ACH Return Charge	10	, 2019
Field Collection Charge	10	, 2019
Late Payment Charge	10	, 2019
Tie-in Charge	10	, 2019
Theft of Service/Tampering		,
Investigation Charge	10	, 2019

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# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

SHEET NUMBER	EFFECTIVE DATE
10	, 2019
10	, 2019
10	, 2019
11	, 2019
11	, 2019
11	, 2019
11	, 2019
	10 10 10 11 11

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **SECTION II DEFINITIONS**

A. Abbreviations:

Btu -British thermal unit

Ccf -One hundred cubic feet

One Dekatherm or 1,000,000 Btu

FERC -Federal Energy Regulatory Commission

GCR -Gas Cost Recovery

LGS -Large General Service

Mcf -One Thousand cubic feet

OAC -Ohio Administrative Code

OCC -Ohio Consumers' Counsel

ORC -Ohio Revised Code

PSIG -Pounds per square inch gauge

PUCO -Public Utilities Commission of Ohio

SCFH -Standard Cubic Feet per Hour

SGS -Small General Service

- B. "Applicant" means any Person who requests or applies with the Company for gas service.
- C. "Btu/Btu Adjustment" The normal range of heating value will not be less than 950 Btu per cubic foot of gas. Cubic feet shall be converted to therm equivalent for billing, by application of a fraction consisting of a numerator, which shall be the weighted average Btu content of natural gas entering the Company's north and south systems for the days representing the days in the billing cycle for the applicable Customer and a denominator, which shall be the Btu baseline for each system established in the Order approving this tariff in Case Nos. 18-1205-GA-AIR, et al. The calculation of the Btu Adjustment shall be set out on the applicable Customer's bill.
- D. "Business Day" means, for purposes of initiation or installation of gas service, a day when a natural gas company performs regularly scheduled installation and, for all other purposes, a day when the Company observes regularly scheduled Customer service office hours.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

- E. "Company" means Suburban Natural Gas Company.
- F. "Consumer" means any person who receives service from the Company.
- G. "Customer" means any legal entity or natural person who has an agreement, by contract and/or tariff, with the Company to receive service or anyone who requests or applies for service from the Company.
- H. "Fraudulent Practice" means an intentional misrepresentation or concealment of a material fact that the Company relies on to its detriment. Fraudulent Practice does not include tampering with a service line, meter or unauthorized reconnection of gas service.
- I. "Gas Service" means the provision of natural gas by the Company to an Applicant, Customer or Consumer pursuant to this tariff.
- J. "Large General Service (LGS) Customer" means a Customer receiving gas under Rate LGS.
- K. "Month" means a calendar month or the period of approximately one month in length based on the Customer's billing cycle as established by the Company.
- L. "Non-Residential Customer" means a Customer receiving Non-Residential Service.
- M. "Non-Residential Service" means gas service provided to any location where the use is primarily of a business, professional, institutional or occupational nature.
- N. "Past Due" means any utility bill balance that is not paid by the due date stated on the bill.
- O. "Percentage of Income Payment Plan" ("PIPP") means the income-based payment plan for low-income, Residential Customers served by the Company.
- P. "Person" means any individual or legal entity, including a corporation, limited liability company, partnership, association or joint venture.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

- Q. "Postmark" means a mark, including a date, stamped or imprinted, on a piece of mail which serves to record the date of its mailing, which in no event shall be earlier than the date on which the item is actually deposited in the mail. For electronic mail, postmark means the date the electronic mail was transmitted.
- R. "Residential Customer" means a residential Customer receiving gas service under Rate SGS or Rate LGS.
- S. "Small General Service (SGS) Customer" means a Customer receiving gas service under Rate SGS.
- T. "Tampering" means to interfere with, damage, or bypass the Company's meter or gas facilities with the intent to impede the correct registration of a meter or the proper functions of a gas line or gas facilities so far as to reduce the amount of utility service that is registered on or reported by the meter. Tampering includes the unauthorized reconnection or bypass of the Company's meters, gas lines or gas facilities that have been disconnected by the company for the purpose of theft of gas service.

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P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **SECTION III SERVICE**

### **Application for Service**

Applications for service may be submitted in person at the Company's local offices at 211 Front Street in Cygnet, Ohio and 2626 Lewis Center Road in Lewis Center, Ohio between the hours of 8:00 a.m. and 4:30 p.m. Applications may also be submitted online at our website, <a href="https://www.sngco.com">www.sngco.com</a>, or you may request an application by telephone to be emailed to you. When no installation of piping is required, the Applicant shall notify the Company at least seventy-two (72) hours in advance when requesting a new gas service account. When a gas service line installation is required, the Applicant shall notify the Company at least twenty (20) Business Days in advance.

#### **Establishment and Reestablishment of Credit**

The Company may require Applicants for service and existing Customers to establish or reestablish their creditworthiness in compliance with OAC 4901:1-17 and OAC 4901:1-13-08. The Company's policies for establishing credit and reestablishing credit, as set forth below, can also be found in "Suburban Natural Gas Company Customers' Rights and Responsibilities" which is available at http://sngco.com/wp-content/uploads/Suburban-Natural-Gas-Bill-of-Rights.pdf. A hard copy will be made available to Applicants and Customers upon request.

When the Applicant signs up for new natural gas service, the Company will verify the Applicant's credit. New Customers must meet one or more of the following criteria to establish credit with the Company:

• The Customer is the owner of the property to be served or other real property in Suburban's service territory and has demonstrated financial responsibility with regard to the ownership of the property (such as good credit history with a mortgage company, clear deed to property, etc.) or meets the legally-accepted practices to verify credit.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

- The Customer demonstrates financial responsibility through a variety of information, including, but not limited to, the name of his/her employer, place of employment, position, length of service, letters of reference and names of credit cards.
- The Customer has had a prior account with Suburban for the same class of service within the past two years and, in the prior year of service, did not have a late bill more than twice and did not have service disconnected for nonpayment, Fraudulent Practices, or Tampering.
- The Customer can provide a creditworthy guarantor who will pay up to 60-days of service if he/she fails to pay his/her bill.

If the Applicant does not meet any of these criteria, the Applicant may be required to pay a deposit to establish credit with us. The deposit is security that the final bill will be paid and cannot be used to pay current or delinquent bills. The deposit will be based upon the monthly average of the Applicant's annual consumption pursuant to ORC 4933.17(B). The Company may not charge the Applicant a deposit of more than 130 percent of the Applicant's estimated average monthly bill for regulated services.

Deposits to Reestablish creditworthiness may be required if the Customer's account meets one of the following criteria:

- The Customer had the service disconnected due to nonpayment of past due bills, a Fraudulent Practice, Tampering, or unauthorized reconnection.
- The Customer has not made full payment or payment arrangements for any given bill containing a previous balance for regulated services provided by the Company.

If the Company keeps the Customer's deposit for more than six months, the Company will pay 3 percent interest on the deposit. After 12 months, the Company will review the Customer's account and determine if the deposit should be returned. A deposit will be returned if it meets the following criteria:

• The Customer has paid his/her bills for service for twelve consecutive months without having had service disconnected for nonpayment.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

- The Customer has not had more than two occasions on which his/her bill was not paid by the due date.
- The Customer is not then delinquent in the payment of his/her bills.

If the Customer's service with the Company is terminated, either by the Customer's request or by disconnection for nonpayment, Suburban will apply the deposit plus any interest accrued to the final bill. The Customer will receive a refund of your deposit for any amount that exceeds the amount owed in the final bill.

### **Turning on Gas—Company Only**

After properly applying for service, the Customer shall notify the Company when the Customer desires service to be established. Only the Company may establish the initial flow of gas through the meter or reestablish the flow after the meter valve or curb valve has been closed. The Customer, the Customer's agent, the Customer's employee or any other person that is not an authorized employee of the Company shall not turn on the gas at the curb valve or the meter valve. A contractor hired by the Customer to repair or modify the Customer's piping facilities or appliances may reestablish the flow of gas to the Customer's house lines after completing such repairs or modifications, only by operating a gas line stop if one has been installed downstream of the Company's meter.

#### Resale

No Customer shall supply or sell gas for use in any location other than that specified in the application for service, with the sole exception that the supply or sale of gas for use as vehicle fuel is permitted.

### **Continuity of Service**

The Company will furnish necessary and adequate service and facilities in compliance with ORC Section 4905.22. The Company shall make reasonable provision to supply gas in sufficient quantity and at adequate uniform pressure, but does not guarantee constant supply or adequate or

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

uniform pressure. The Company's ability to provide adequate supplies of gas is subject to the Company receiving timely and accurate information. The Company shall not be liable for damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligation to serve and may discontinue or modify service if such failure or interruption is due to acts of God or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or military authorities, and without limitation by the foregoing, accidents or contingencies where construction or other work near the Company's pipelines or other facilities requires the Company to shut off the flow of gas through the Company's pipes or other facilities, or other causes beyond the control of the Company.

#### Service Not to Be Disturbed

No Customer shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Company's lines and, without prior approval from the Company, no Person shall attach or use any appliance which will increase or decrease the pressure in the Company's lines intermittently to such extent as to interfere with continuous service to other Customers.

#### **Service Not Transferable**

No person may commence the use of gas until submitting and receiving approval of an Application for gas service by the Company. In the event of violation of this provision, and in addition to any other rights of the Company, such Person shall be liable for all gas consumed in the premises from the date such Person occupied the premises. Any successor in interest to a Customer, including without limitation heirs, executors, administrators, assignees, trustees, guardians, receivers, and conservators, shall be deemed to be a person who must submit an Application for service, provided that successors in interest whose rights arise from death or incompetence of the Customer shall have thirty (30) days in which to apply for service.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

## **Change of Customer Address**

When the Customer changes address, the Customer should give notice to the Company prior to the date of change. The Customer is responsible for all gas supplied to the vacated premises until such notice has been received and the Company has had a reasonable time, but not less than three (3) Business Days, to discontinue service.

### **Temporary Service**

The Company, in its sole discretion, may agree to provide temporary service. If the Company agrees to provide temporary service, in addition to regular payments for gas used, the Customer shall pay the cost for all material, labor, and all other necessary cost incurred by the Company in supplying gas service at the Customer's request for any temporary purpose or use. Temporary service shall not be considered for purposes of compliance with OAC 4901:1-13-05(A)(3).

## **Customer Request to Discontinue Service**

#### Residential Service.

A Customer receiving Residential Service shall notify the Company before vacating the premises where gas is supplied or before discontinuing the use of gas. Customer shall be liable for all charges for gas supplied to such premises until the Company receives Customer's request to discontinue service and has a reasonable opportunity to discontinue service. If after receiving notice from the Customer the Company is denied access to the Customer's premises to discontinue service, Customer will remain financially responsible for gas supplied up until the date Customer vacates the premises, unless Customer is the individual who denied the Company access to disconnect service or Customer continues to reside at the premises until the Company is provided access to discontinue service.

The Company may require the Customer to affirm in writing the date on which Customer vacates the premises and if a written affirmation is required, Customer will remain liable for all gas supplied on the premises until such written affirmation is provided.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

If a Customer who is a property owner, or the agent of a property owner, requests disconnection of service and the Company through reasonable efforts has determined that there are remaining residential tenants at the premises, the Company is required to notify tenants of the disconnection of service. This notification will be mailed to such tenants or posted in a conspicuous place at the premises at least ten (10) Business Days prior to the scheduled date for disconnection of service in compliance with OAC 4901-18-08. The property owner, or property owner's agent, shall continue to be liable for all gas consumed during the ten (10) Business Day notice period. This notice provision shall not preclude the Company from taking appropriate action where safety or Tampering issues arise.

#### Non-Residential Service.

Non-Residential Customers shall notify the Company before vacating the premises where gas is supplied or before discontinuing the use of gas. The Customer shall be liable for all charges for gas consumed on such premises until the Company receives the Customer's request to discontinue service and has a reasonable opportunity to discontinue service. If, after receiving notice from the Customer, the Company is denied access to the Customer's premises to discontinue service, the Customer will remain financially responsible for the utility service consumed until the Company is provided access to the premises to discontinue service.

### **Company Right to Deny or Discontinue Service**

**Residential Service.** The Company shall have the right to deny or discontinue service to any Residential Customer for any of the reasons identified in OAC 4901:1-18-03.

**Non-Residential Service.** The Company shall have the right to deny or discontinue service to any Non-Residential Customer for any of the reasons identified in OAC 4901:1-13-08(C).

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **Disconnection Procedure**

The Company will use the following procedure when disconnecting gas service to the Customer:

- 1. If a bill is delinquent, the Company may disconnect Customers. The Company will send a 14-day notice to Residential Customers and a 5-day notice to Non-Residential Customers before disconnecting service. These notices may appear on the Customer's bill. To prevent disconnection, the Customer must pay the amount owed by the disconnection date listed on the notice.
- 2. The Company may immediately disconnect Customers without prior notice when necessary for safety reasons.
- 3. The Company may immediately disconnect a Customer without prior notice in instances where either of the following occurs:
  - a. The meter, measurement equipment or associated property was damaged, tampered with, displaced, bypassed or otherwise tampered with by a Customer, Consumer, or other Person, or
  - b. A Person not authorized by the Company has reconnected service.
- 4. The Company may disconnect Customers for a Fraudulent Practice after notice in accordance with OAC 4901:1-13-09(C).
- 5. Disconnection for a Fraudulent Practice and delinquent bill disconnections will not occur on a Company holiday or weekend.
- 6. No delinquent bill disconnections may be made after 12:30 p.m. on Friday or the day preceding a Company holiday or weekend.
- 7. If a third party has been authorized in writing by the Customer to receive notice of pending disconnection of the Customer's service, the Company will provide a notice of the pending disconnection to that party. Such notification by the Company will be given by forwarding a copy of the "final notice" to the designated third party.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

8. Those Company employees who actually perform the disconnection shall be authorized to accept payment in the field by cash, check, or money order to avoid disconnection and shall inform the Customer that they also have the option of paying by credit or debit card over the phone in order to avoid disconnection, but will not be authorized to make any extended payment arrangements.

The Company will not disconnect a Residential Service Customer for a period of thirty (30) calendar days in instances where the Company has received certification in accordance with OAC 4901:1-18-06(C)(2) and (3) that disconnection of service would be especially dangerous to the health of any Consumer who is a permanent resident of the premises or when the disconnection or service would make operation of necessary medical or life-supporting equipment impossible or impractical. Pursuant to OAC 4901:1-18(C)(3)(h), a Consumer may renew the medical certification two additional times of thirty (30) calendar days duration by providing additional medical certificates to the Company so long as the total medical certification period does not exceed ninety (90) calendar days per household in any twelve (12) month period. To avoid disconnection following the medical certification period, the Customer shall enter into an extended payment plan prior to the end of the medical certification period. The Company may refuse to accept a medical certification if there is an outstanding balance for a returned check on the Customer's account until that outstanding balance is paid.

### **Reinstitution of Service Following Disconnection**

Following disconnection of service, the Company will restore service to a Residential Customer according to OAC 4901:1-18-07, and will restore service to a Non-Residential Customer according to OAC 4901:1-13-08(E). Restoration of service is also subject to the Company's Reconnection Charge (Sheet No. 10).

#### **Information Relative to Service**

Information about the service that will be supplied to a given location should be obtained from the Company in writing. The Company will not be responsible for mistakes of any kind resulting from information given orally, whether in person or by telephone.

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P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### BILLING AND METERING RULES AND REGULATIONS

## **Billing Periods**

Bills shall be rendered regularly at monthly intervals. Non-receipt of bills by Customer does not release or diminish the obligation of Customer with respect to payment.

### Bill Format and Billing Procedure; Bill Due Date

The Company's bill format and billing procedure shall comply with the applicable provisions of OAC 4901:1-13-11. Customer's bill is due and payable within fourteen (14) days of the postmarked date on the bill. Any remittance received at any office of the Company bearing U.S. Postal Service cancellation date corresponding with or previous to the last date of the payment period will be accepted by the Company as paid when due. Any electronic payment received before midnight on the last date of the payment period will be accepted as paid when due. Each past due bill will be subject to the Company's late payment charge set (Sheet No. 10).

### **Dishonored Check and ACH Return Charge**

In the event that Customer supplies the Company with a check or other instrument for which the Customer does not have sufficient funds to permit the Company to obtain cash in exchange for such check or instrument, the Customer shall be subject to the Company's Dishonored Check and ACH Return Charge (Sheet No. 10).

### **Meter Reading**

Except where otherwise agreed to by the Company and the Customer, the Company will make reasonable attempts to obtain an actual meter reading by Company employees or agents at monthly intervals. If the Company is unable to obtain an actual meter reading, it will render a bill based on estimated usage at the premises. Non-receipt of bills by Customer does not release or diminish the obligation of Customer with respect to payment.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

The Company will obtain an actual meter reading at the initiation and/or the termination of service if the meter has not been read within the immediately preceding seventy (70) days and access to the meter is provided, or at the request of the Customer if the meter has been read within the preceding seventy (70) days at no charge. If the Customer has refused access to the Company to read the meter, or if the Company has been unable to obtain an actual meter reading at least once within any twelve (12) month period, the Company may terminate service in accordance with these Rules and Regulations. The Company may obtain a court order to gain access to its meter or other property.

The Company will prepare a final bill. The former Customer is responsible for all service supplied to the premises until the Company is notified and the Company has a reasonable time of not less than three (3) Business after notification has been received by Company.

If a new Applicant for service or former Customer does not request a meter read as provided here, transfer of uninterrupted service to the new Applicant for service will be permitted, provided that the Applicant properly applies for service and meets all of the Company's requirements for initiation of service. Commencement of service to a new tenant or owner who has properly applied for service and meets the Company's requirements for said service shall not be delayed or denied by Company for said service because of non-payment of a final bill by the former tenant or owner.

### **Quantity of Gas Delivered by Meter**

(a) Gas will be measured by a meter installed by the Company, which shall be and remain the property of the Company. Subject to certain exceptions enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas supplied as determined by a corrected reading of the registration.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

(b) **Btu Adjustment**. Unless otherwise agreed, when Company receives an LGS Customer's or LGTS Customer's gas from an interstate pipeline on a dekatherm basis, Company will make a heat content adjustment in accordance with the procedures set forth herein in order to deliver to the applicable Customer volumes of gas, in Mcfs, equal in heat content to the gas delivered to Company for the account of the applicable Customer. The monthly heating value of gas measured and calculated by the pipeline which delivers the applicable Customer's gas to Company will be used each billing month to establish the heating value of the gas delivered by the Company to the applicable Customer. The Btu Adjustment will be calculated based upon dividing the numerator, which is the weighted average Btu content of natural gas entering either the Company's north or south systems, whichever serves the applicable Customer, for the days representing the days in the billing cycle for the applicable Customer, by the denominator, which is the Btu baseline established by the Order approving this tariff in Case Nos. 18-1205-GA-AIR, et al.

Measurement at Point(s) of Receipt with an Interstate Pipeline. When Company receives the applicable Customer's gas at a point(s) of receipt with an interstate pipeline, all measurement shall be performed in accordance with the terms of Company's agreement with the interstate pipeline and shall be conclusive for purposes of this tariff.

- (c) A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. A meter registering incorrectly shall be replaced by the Company at its expense.
- (d) During any period that incorrect registration can be established, the meter readings and bills based thereon shall be adjusted by the Company on the basis of all available information concerning the use of gas by the Customer or Consumer. If as a result of such adjustment overpayments or underpayments are shown to have occurred, the Company shall reimburse the Customer in the amount of such overpayment as required in OAC 4901;1-13-04(D)(5). Subject to the requirements of ORC Section 4933.28 and OAC 4901:1-13-04(G)(3) the Customer shall pay the Company the amount of such underpayments. The Company shall continue to supply gas to the Customer, and the Customer shall continue the amounts billed pending the adjustment.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

(e) The Company shall test the meter with a tested and sealed meter prover, at the request of the Customer. If the Customer desires, the Customer or Customer's representative may be present. The test will be conducted within thirty (30) days of the request. A written explanation of the test results will be provided within ten (10) Business Days after the test. Upon a Customer's request, the Company shall offer one free meter test every three years to each Customer. Additional meter tests shall be paid by the Customer pursuant to the Meter Test Charge (Sheet No. 10), unless the meter is found to be registering inaccurately as defined in subparagraph (d).

### **Payment Arrangements and Responsibility**

The Company shall notify a Customer whose account is delinquent that such Customer may make application to the Company for an extended payment arrangement. In addition to the extended payment plans available under OAC 4901:1-18-04, the Company also offers several options for extended payment. The Company's options for extended payment arrangements are set forth in "Suburban Natural Gas Company Customers' Rights and Responsibilities" which is available at <a href="http://sngco.com/wp-content/uploads/Suburban-Natural-Gas-Bill-of-Rights.pdf">http://sngco.com/wp-content/uploads/Suburban-Natural-Gas-Bill-of-Rights.pdf</a>. A hard copy will be made available to Customers upon request.

### **Budget Payment Plan**

Any Customer that uses gas for space heating purposes may request to be billed on a budget basis. The Company's Budget Payment Plan is set forth in "Suburban Natural Gas Company Customers' Rights and Responsibilities," which is available at <a href="http://sngco.com/wp-content/uploads/Suburban-Natural-Gas-Bill-of-Rights.pdf">http://sngco.com/wp-content/uploads/Suburban-Natural-Gas-Bill-of-Rights.pdf</a>. A hard copy will be made available to Applicants and Customers upon request.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### PHYSICAL PROPERTY

#### **Service Lines**

The term "service line" designates the complete line or connection between the Company's distribution main up to and including the meter connection. It consists of two distinct parts: (a) the Service Line Connection, and (b) the Customer Service Line.

- a. **Service Line Connection.** This consists of the distribution main, necessary pipe and appurtenances extending from that connection to the curb valve. It shall be installed by the Company or its representative, without cost to the Customer and it remains the property of the Company.
- b. **Customer Service Line.** This consists of the pipe from the outlet of the curb valve to and including the meter connection. The Company shall have the right to prescribe the size, location and termination points of the Customer Service Line.
  - i. Until such time as the Company maintains, repairs or replaces a Customer Service Line installed on or before September 24, 2009, it shall remain the property of the Customer. Thereafter, such Customer Service Lines shall be and remain the property of the Company.
  - ii. Customer Service Lines that were installed after September 24, 2009 until [effective date of tariff approved in Case No. 18-1205-GA-AIR] and inspected and approved by the Company shall be treated as contributed property by the Company.
  - iii. The Company assumes financial responsibility for all Customer Service Lines installed, repaired or replaced after [effective date of tariff approved in Case No. 18-1205-GA-AIR] and all such Customer Service Lines shall be and remain the property of the Company.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

- iv. The Customer's gas service line shall be as short as practicable, but not limited to a specific length. The proposed size, length, and direction of the gas service pipe and proposed meter location shall be subject to the Company's approval.
- v. No connection or work of any kind shall be done on a gas main or the Company's piping by anyone who is not an authorized representative of the Company, except that the Customer's agent may, at the Company's option, be designated as an authorized representative of the Company upon request.
- vi. When repairs on, or replacement of, the service piping or equipment, including the meter, is required, such work will be done at the Company's expense. When relocation, modifications, or additions to service piping or equipment, including the meter or service tap is required by the Customer, such work shall be done by the Company and the Company's actual cost to perform such relocation shall be borne by the Customer. The cost of the inspections and test of the Customer's piping installed by the Customer or the Customer's agent will be borne by the Customer.
- c. **Excess Flow Valves**. The Company will install an excess flow valve on service lines to a single family residence that are new or entirely replaced on or after February 12, 2010. The Company will install an excess flow valve on service lines that are new or entirely replaced on or after April 14, 2017, and located at any one of the following:
  - i. Branched service lines to a single family residence installed concurrently with the primary single family residence service line;
  - ii. Branched service line to a single family residence installed off a previously installed single family residence service line that does not contain an excess flow valve;

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

- iii. Multi-family installation, including but not limited to duplexes, triplexes, and other small multi-family buildings with known Customer loads at time of service installation up to, but not exceeding 1,000 SCFH per service; and
- iv. Single, Small Commercial Customer served by a single service line with a known Customer load at time of service installation of up to, but not exceeding, 1,000 SCFH per service.

At the Customer's request, the Company will install an excess flow valve on service lines that are not new or entirely replaced on or after the above dates. Any such Customer requesting installation of an excess flow valve shall be solely responsible for the actual costs of the installation and is required to pay a deposit of fifty percent of the estimated cost of installation prior to the commencement of installation. The balance of the actual cost of installation must be paid by the Customer upon completion of all work related to the installation.

The Company is not required to install an excess flow valve if one or more of the following conditions are present:

- a. The service line does not operate at a pressure of 10 psig or greater throughout the year;
- b. Company has prior experience with contaminants in the gas stream that could interfere with the excess flow valve's operation or cause loss of service to a Customer;
- c. The excess flow valve could interfere with necessary maintenance and operation activities; or,
- d. An excess flow valve meeting applicable performance standards is not commercially available.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **Meter Furnished**

The Company will furnish, at Company's expense, a standard meter to each SGS Customer that requires a standard meter. All SGS Customers that require a non-standard meter shall be charged for the incremental cost of the non-standard meter, plus the cost of any necessary equipment, including excess flow valves.

LGS Customers shall be charged for the cost of their meters, plus the cost of any necessary equipment, including excess flow valves.

#### **Meter Location**

The Company shall determine the location of the meter.

### **Only Company Can Connect Meter**

Only Company's employee or authorized representative shall connect or disconnect the Company's meters, regulators or gauges or in any way alter or interfere with Company's meters, regulators or gauges.

### Right of Way

The Customer shall make or procure conveyance to the Company of a right-of-way satisfactory to the Company, owned or controlled by the Customer for the Company's distribution mains, extensions thereof, or appurtenances necessary or incidental to supply to the Customer without reimbursement.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

### **Customer Responsibility for Pipes and Appliances**

The Customer shall be solely responsible for the safekeeping of Customer Service Lines installed on Customer's premises. Customer shall be liable for damages sustained by the Company or any Person due to the failure by the Customer or Customer's agent to give reasonable advance notice to the Company of such changes in the Customer's installation, or for any cost of repairs required due to the negligence or misuse of Company's Customer Service Lines, Meters and appurtenant equipment.

As the Company's facilities used in supplying service to the Customer have a limited capacity, the Customer must give reasonable advance notice to the Company and obtain the Company's consent before making any material changes or increases in the Customers' installation. After receipt of such notice, the Company will give its written approval of the proposed change or increase, or it will inform the Customer of the prerequisites to receipt of service for such change or increase.

The cost of the inspections and test of the Customer's piping installed by the Customer or the Customer's agent will be borne by the Customer.

### **Standards for Customer's Property**

Customer's house piping, fittings, valve connections and appliance venting shall be installed with materials and workmanship which meets or exceeds all requirements established by law, regulation, building codes, or otherwise. Prior to initial establishment of service, gas piping downstream of the meter must be inspected, either by a local building code authority or other appropriate governmental entity, by a Person specifically authorized by such authority or entity to conduct such inspections, or by the Company if no such authority, entity or Person conducts such inspections. In addition, prior to the establishment or re-establishment of gas service, the gas piping downstream of the meter must be tested by the Company or its authorized representative, in accordance with OAC 4901:1-13-05(A)(3), to determine that no leaks exist. Customer shall bear the expense of any test required before the re-establishment of gas service.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

### No Responsibility for Material or Workmanship

Company is not responsible for any loss or damage arising from inadequate or imperfect material or defective or faulty workmanship in house piping, valve fittings, gas-burning appliances or equipment downstream of the meter set.

### **Pressure Regulators**

Where service is provided from intermediate or medium pressure distribution lines, the Company shall furnish the necessary regulator or regulators upstream of the inlet to the meter, which regulator or regulators shall remain the property of the Company.

#### **Access to Premises**

Company and its authorized employees shall have free access at all reasonable times to the premises in which gas supplied by the Company is used or to be used. Customer has the right to request, and the Company's authorized employee must provide upon request, his/her identity, appropriate company photo identification, and state the reason for the visit.

### **Customer Shall Not Tamper With Company Equipment or Property**

Customer shall not tamper with the Company's equipment or property. If any meter or regulator or the pipes, fittings, connections or other Company property supplying gas to such meter or regulator is tampered with by a Customer, his agent, employee or otherwise, the Company may remove such meter and/or regulator and may permanently discontinue gas service to such Customer. At Company's option it may reconnect gas supply to the Customer provided the Customer satisfies the requirements for reconnection of gas following disconnection for Tampering or Fraudulent Practices as set forth in these Rules and Regulations.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **Extension of Gas Distribution Mains**

The Company will extend its distribution mains on any dedicated street or highway without cost up to but not more than a distance of one hundred (100) feet for each Applicant so long as at least one Customer on an average of each 100 feet of main in the street or highway in which the extension is to be installed shall first agree to take a supply of gas at the applicable rate, which measurement shall be taken from the end of the nearest distribution main with adequate capacity. Upon application for a Residential Service extension of main in excess of one hundred (100) feet for each Applicant, the Company may enter into a line extension agreement providing for a deposit with the Company of a sum deemed adequate by the Company to recover the cost to be incurred for that portion of the extension in excess of the footages which the Company will install without cost to the Applicant(s). The deposit shall be determined by multiplying the excess footage as determined above by the average cost per foot to the Company of a similar size distribution main installed subject to refund on the basis of the cost per foot deposited multiplied by one hundred (100) for each additional Applicant who becomes a bona fide Customer connected to the extension but not to laterals therefrom or to further extension thereof. The agreement covering the main extension must be signed by the owner or owners of the premises to be served. The Applicant and the Company must agree on meter location and point of delivery of gas before any pipe is laid or installed on the premises to be served.

If the Company determines in its sole judgment that the nature of a main extension is such that it puts the Company at undue risk of recovery, the Company may require different arrangements as a condition of such main extension.

Where a deposit is received by the Company pursuant to a main extension agreement, said deposit shall be subject to refund within a period of seven (7) years from the date of the main extension agreement if additional Customers tap into the main extension paid for by such Customer(s). The amount of refund shall equal the difference between the amount deposited and the amount that would have been required to be deposited had the additional Customer agreed to take supply of gas from the Company under its applicable rates at the time the main extension agreement was entered. In no event shall the amount of the refund of a main extension deposit exceed the amount deposited. No refund of a main extension deposit shall be made after seven (7) years from the date of the main extension agreement and such deposit shall, over such period, become the property of

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

the Company. Main extension deposits shall bear no interest. No reimbursement applies to the further extensions or lateral extensions of the main.

Where a main extension is requested for commercial or industrial purposes and all or part of such main extension is not deemed economically justified at the Company's expense based on a cost-benefit study, the Company shall require the Applicant(s) to enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not deemed economically justified at the Company's expense, based on such study. This deposit will be refunded annually, based upon the incremental volumes delivered directly from the main extension which are over and above those volumes used to determine the portion of the main extension to be installed at Company expense. The refund shall be determined by multiplying such incremental volumes by the applicable base rate. No refund shall be paid after the expiration of seven (7) years from the date of the agreement. In no event shall the amount of the refund of a main extension deposit exceed the amount deposited.

Where a main extension is requested in order to provide service availability to plats of lots or real estate subdivisions and such main extension is not justified at Company's expense based on a cost-benefit analysis, the owner or developers of such plats of lots or real estate subdivisions may enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not justified at Company's expense. This deposit will be refunded at the average cost of one hundred (100) feet for each bona fide Customer connected to the extension but not to laterals therefrom or to further extensions thereof. No refunds shall be paid after the expiration of seven (7) years from the date of the agreement. In no event shall the amount of the refund of a main extension deposit exceed the amount deposited.

All main extensions shall be the property of the Company.

The Company shall have no obligation to make any main extensions in the months of December, January, February or March.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

### **Service Line Extensions**

The Company shall not be required to lay service lines across paved streets or highways or to install any service lines during the months of December, January, February or March.

### Removal of Property No Longer In Service

The Company shall have the right but not the obligation to remove its non-operational pipes or appurtenant non-operational facilities located on a non-Customer's property.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

### **SECTION IV RATES AND CHARGES**

### **Small General Service (Rate SGS)**

### **Applicability:**

Applicable to Residential and Small Commercial Customers with annual usage less than 300 Mcf.

### **Customer Service Charge:**

\$33.8458 per meter, per monthly invoice regardless of usage.

Customers with fewer than eight (8) days of usage in the billing period shall not be billed for the Customer Service Charge. Customers with eight (8) or more days of usage in the billing period shall be billed for the Customer Service Charge.

#### **Riders:**

Service under this rate schedule is subject to the following Riders:

Gross Receipts Excise Tax Rider (Sheet No. 9, Page 7)
Percentage of Income Payment Plan Rider (Sheet No. 9, Page 5)
Uncollectible Expense Rider (Sheet No. 9, Page 1)
Energy Efficiency Program Rider (Sheet No. 9, Page 3)
Ohio Mcf Tax Rider (Sheet No. 9, Page 4)
Infrastructure Replacement Program Rider (Sheet No. 9, Page 2)

#### **Recovery of Includable Cost of Gas Supplies**

All gas delivered is subject to the Gas Cost Recovery (GCR) rate per Mcf applied to the Customer's monthly deliveries. The final GCR rates shall be determined under the provisions of the Uniform Purchased Gas Adjustment set forth in OAC 4901:1-14 and any subsequent revisions(s) thereof, and by the lawful orders of the Public Utilities Commission of Ohio (Sheet No. 9, Page 6).

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P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

### **Miscellaneous Charges**

Customers served under this Rate Schedule are subject to the Miscellaneous Charges set forth in Sheet No. 10 as follows: Reconnection Charge; Dishonored Check and ACH Return Charge; Field Collection Charge; Late Payment Charge, Tie-in Charge; Theft of Service/Tampering; Investigation Charge; Meter Test Charge; Meter Relocation Charge; Residential Meter Uprate Charge; Excess Flow Valve Charge.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

## **Large General Service (Rate LGS)**

### **Applicability:**

Applicable to Customers with annual usage 300 Mcf or more.

### **Usage Charge:**

For all Mcf delivered per month: \$0.20290 per Mcf

### **Customer Service Charge:**

\$175.00 per meter, per monthly invoice regardless of usage.

#### **Riders:**

Service under this rate schedule is subject to the following Riders: Gross Receipts Excise Tax Rider (Sheet No. 9, Page 7)
Percentage of Income Payment Plan Rider (Sheet No. 9, Page 5)
Uncollectible Expense Rider (Sheet No. 9, Page 1)
Ohio Mcf Tax Rider (Sheet No. 9, Page 4)
Infrastructure Replacement Program Rider (Sheet No. 9, Page 2)

### **Recovery of Includable Cost of Gas Supplies**

All gas delivered is subject to the Gas Cost Recovery (GCR) rate per Mcf applied to the Customer's monthly deliveries. The final GCR rates shall be determined under the provisions of the Uniform Purchased Gas Adjustment set forth in OAC 4901:1-14 and any subsequent revisions(s) thereof, and by the lawful orders of the Public Utilities Commission of Ohio (Sheet No. 9, Page 6).

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P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

### **Miscellaneous Charges**

Customers served under this Rate Schedule are subject to the Miscellaneous Charges set forth in Sheet No. 10 as follows: Reconnection Charge; Dishonored Check and ACH Return Charge; Field Collection Charge; Late Payment Charge, Tie-in Charge; Theft of Service/Tampering; Investigation Charge; Meter Test Charge; Meter Relocation Charge; Excess Flow Valve Charge.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

### **Large General Transportation Service (Rate LGTS)**

## **Applicability:**

Available to any commercial or industrial end-use Customer who would qualify for retail sales service under Rate LGS. On any day, Company shall deliver Customer's authorized daily volume of gas on a firm basis with no planned interruption.

Customer's authorized daily volume is subject to interruption when necessary due to Operational Flow Orders, Operational Matching Orders, force majeure conditions, or where service to Small General Service Customers is threatened or when necessary for maintenance or repair of Company's facilities. The authorized daily volume to be transported shall be specified in a service agreement as well as any maximum volumes to be transported by the Company under this rate schedule. The company shall be under no obligation to accept or deliver gas for transportation except as set forth in the service agreement and this tariff.

### Nominating, Scheduling and Monitoring

#### General:

- a. Except for events solely within Company's control, the obligation to monitor, control, adjust and maintain a concurrent balance between receipts and deliveries of transportation gas under this rate schedule shall rest with Customer or its designated agent on Customer's behalf. Company assumes no responsibility to monitor or adjust Customer's receipts or deliveries.
- b. All notices or other communications from Customer or its designated agent on Customer's behalf to Company pursuant to the requirements of this section shall be submitted to an email address furnished by the Company, or to Company's facsimile number. If Customer lacks access to e-mail or facsimile machine, notices shall be by telephone with written confirmation by mail. The date and time of all such notices or other communications from Customer to Company under this section shall be deemed to be the date and time those notices or communications are received by Company, unless otherwise specified.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **Nominations:**

- a. A Customer or its agent seeking to nominate quantities under any applicable service agreement shall furnish to Company, or its specified asset manager, for each service agreement:
  - i. A scheduled daily receipt quantity to be delivered by or on behalf of the Customer at the applicable receipt point(s) on Company's system and
  - ii. A scheduled daily delivery quantity to be delivered to Customer at its meter. Retainage shall be included in the scheduled daily receipt quantity.

Customer's scheduled daily receipt quantity of gas measured in Mcf for delivery to the Company each day at the applicable receipt points on Company's system are referred to as Customer's "daily nominations". For purposes of this section "daily usage" means the gas in Mcf that a Customer uses, as measured by Customer's meter. The difference between the daily receipt quantity (adjusted for retainage) and daily usage is the Customer's "imbalance".

- b. Unless otherwise agreed in a service agreement, daily nominations by Customer or its agent for gas scheduled to flow on the first day of a month shall be submitted to Company no later than four (4) hours prior to the time Company is required to submit nominations to the applicable interstate or intrastate pipelines. Daily nominations by Customer or its agent for gas scheduled to flow on other than the first day of a month shall be submitted to Company no later than two (2) hours prior to the time the Company is required to submit nominations to applicable pipelines.
- c. Subject to the conditions specified below, Customer or its agent may make intra-day changes in its daily nomination which shall be effective only to the extent that changes are permissible under the regulations of the applicable interstate or intrastate pipelines and communicated to Company in a manner which allows Company, exercising

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

reasonable efforts with due regard to other duties of Company personnel, to arrange such changes with the applicable interstate or intrastate pipelines. Customer or its agent may make such intraday changes only if the following requirements and conditions are satisfied:

- all applicable receipt and delivery points are equipped with real-time electronic measuring devices unless waived by Company in its sole discretion;
- ii. if Company does not control the receipt or delivery points, actual flows consistent with the requested nominations are confirmed;
- iii. Customer's receipts or deliveries during any eight (8) hour period may not exceed forty percent (40%) of Customer's authorized daily volume; and during any twenty-four (24) hour period receipts or deliveries do not exceed the applicable maximum hourly limitations, if any, specified in the service agreement;
- iv. Customer's revised nominations during a day shall under no circumstances fall below the confirmed quantities for that day up to the effective time of the revised nominations; and
- v. no intra-day changes may be made on a Saturday, Sunday or legal holiday.
- d. Customer or its agent shall cause the operator of each point of receipt and, if applicable, each point of delivery designated in any nomination or change in nomination submitted by Customer or its agent to confirm all such nominations or changes in nominations before implementation by Company, by e-mail or facsimile notice (or telephonic notice with mail confirmation only if Customer lacks access to e-mail or facsimile).
- e. Company shall make available Customer's imbalance status or information from which Customer or its agent can determine its imbalance status. Such updates by Company shall be based on the data available to Company at that time, and shall constitute notice to

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

Customer for purposes of the application of the imbalance charges set forth in this rate schedule. Buyer shall eliminate imbalances in its account as soon as possible but in no event later than the last day of the month in which such notice is received.

### **Confirmation and Scheduling by Company:**

No gas shall flow under any nomination until Company has confirmed, to the extent required, the nomination, awarded capacity, and scheduled the applicable quantities.

### **Net Monthly Bill:**

Computed in accordance with following charges:

Transportation Charge: Not to exceed the Large General Service Usage Charge and Customer Service Charge then in effect, less all related gas costs. This rate shall be in addition to any applicable Customer Service Charge, riders, and miscellaneous charges. The minimum Transportation Charge shall cover the variable costs of service, plus make a contribution to total Company fixed costs. Unless otherwise agreed by the Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder. In addition, Customers are also subject to the Demand Charge and other charges described herein, including imbalance charges.

Demand Charge: Twenty-Five Cents (\$.25) per Mcf per month for all volumes delivered through the Customer's meter.

#### **Riders:**

Service under this rate schedule is subject to the following Riders:

Gross Receipts Excise Tax Rider (Sheet No. 9, Page 7)
Percentage of Income Payment Plan Rider (Sheet No. 9, Page 5)
Uncollectible Expense Rider (Sheet No. 9, Page 1)

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

Ohio Mcf Tax Rider (Sheet No. 9, Page 4) except "flex" Customers. Infrastructure Replacement Rider (Sheet No. 9, Page 2)

#### **Unauthorized Volumes:**

In the event Customer fails to interrupt deliveries under this rate schedule when and as requested by the Company or causes the Company to incur additional charges from its pipeline suppliers, such deliveries will be designated unauthorized volumes. All unauthorized volumes shall be billed at a rate or rates equal to the total of any and all rates, charges or penalties incurred by Company as a result of such unauthorized volumes in addition to the charges set forth under the Net Monthly Bill provision of this tariff.

#### **Imbalances:**

- a) In the months when Customer's cumulative daily receipts, less retainage, are less than Customer's cumulative usage, the Company shall sell gas associated with this negative imbalance to Customer at the total current month's invoices weighted average costs of gas (WACOG) times one hundred twenty percent (120%). The WACOG would include cost of gas, firm transportation charges, commodity and demand charges and, if applicable, asset management payments.
- b) In the months when Customer's cumulative delivery receipts, less retainage, are greater than Customer's cumulative usage, the Company shall purchase the excess volumes associated with this positive imbalance, at a rate determined by the total current month's invoices weighted average cost of gas (WACOG) times eighty percent (80%). In such case, the WACOG includes only the volumetric cost of gas.
- c) In addition, if in any month the Company incurs a storage overrun or excess storage injection penalty from an applicable interstate or intrastate pipeline in that month, Customer is subject to its pro rata share of that penalty. All imbalance charges shall be applied to Customer's next monthly bill.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

- d) As an alternative to the monthly reconciliation procedure set forth in the preceding paragraphs of this Section, the Company and Customer may enter into a mutual agreement for the balancing of receipts and deliveries.
- e) Deliveries or receipts in violations of Nominations by Customer shall be charged or credited as a monthly imbalance hereunder.

#### **Terms and Conditions:**

Customer warrants that it has title to all gas tendered to Company for transportation and delivery on Company's system to Customer's delivery point(s). Customer shall enter into a written service agreement with Company which shall set forth specific arrangements as to volumes to be transported and the rate to be charged, as well as any other circumstances relating to the individual Customer. Customer shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates, or permits to enable the gas to be transported hereunder to be delivered to the Company's system.

#### **Daily Metering:**

All Customers with an average estimated or actual monthly usage greater than 1,000 Mcf must install a daily metering device. Any other Customer may install a daily metering device at its option. A daily metering device shall be equipped with an electronic measurement or automatic meter reading device and associated telemetering equipment., Customer shall be responsible for the cost of the daily metering device, which shall be installed and maintained by and remain the property of the Company. Absent such a metering device, Customer will be billed a *pro rata* share of any fines or penalties which are demonstrated by the Company to be attributable to Customer.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **Operational Flow Orders:**

Customers without daily metering devices are subject to Company's issuance of operational flow orders (OFO) which will direct Customers to adjust scheduled volumes to match their estimated usage. An OFO may include the scheduling of supply quantities in excess of daily nominations when operating conditions exceed design criteria. Failure to comply with an OFO will result in the billing of the following charges to the OFO shortfall which is defined as the difference between the daily OFO volume and actual usage:

- a. The payment of a gas cost equal to the highest incremental cost paid by Company on the date of the non-compliance;
- b. One month's upstream pipeline transporter demand charges on the OFO shortfall, except in instances where OFOs require scheduling of volumes in excess of daily nominations. This charge shall not be imposed more frequently than once in any thirty day period; and
- c. The payment of all other charges incurred by Company on the date of the OFO shortfall. If Customer complies with an OFO it shall not be subject to any penalty or additional cost.

#### **Operational Matching Orders:**

Customers with daily metering devices are subject to Company's issuance of operational matching orders (OMO) which will direct Customers to adjust usage to match volumes flowing on upstream pipelines. Failure to comply with an OMO will result in the billing of the following charges to the OMO excess which is defined as the difference between the actual daily usage and the daily nominations actually received:

a. The payment of a gas cost equal to the highest incremental cost paid by Company on the date of non-compliance; **imbalance charges shall be applied to Customer's next monthly bill.** 

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

- b. One month's upstream pipeline demand charges on the OMO shortfall, except in instances where OMOs require scheduling of volumes in excess of daily nominations. This charge shall not be imposed more frequently than once in any thirty-day period; and
- c. The payment of all other charges incurred by Company on the date of the OMO shortfall. If Customer complies with an OMO it shall not be subject to any penalty or additional cost.

### **Rules and Regulations Apply:**

The supply of, and billing for service and all conditions applicable thereto, are subject to the Company's Service, Metering and Billing Regulations.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **RIDERS**

**Uncollectible Expense Rider** 

**Applicability:** 

To all Customers.

### **Description:**

A credit of \$0.03117388 per Mcf shall be applied to all volumes for service rendered to those Customers responsible for paying the Uncollectible Expense Rider. The Company shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten (10) percent is needed to adjust for prior period over or under-collections.

This rider is updated annually, including reconciliation for any over- or under-collections. The Uncollectible Expense Rider may also include Customer refunds if the Commission or the Supreme Court of Ohio determines, as a result of the Commission's biennial audit of the rider, that Suburban's Uncollectible Expense Rider was unlawful or unreasonable or included imprudent amounts.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **Infrastructure Replacement Program Rider**

### **Applicability:**

Applicable to Customers served under all rate schedules.

### **Description:**

An additional charge per month per account, regardless of gas consumed, to recover costs associated with Suburban's Customer notification and education and the repair or replacement of service lines as specified in the Company's IRP Plan filed with the PUCO. This Rider shall be calculated annually pursuant to a notice filed no later than May 31 of each year based on nine months of actual data and three months of estimated data for the reporting year. The filing shall be updated no later than August 31 of the same year to reflect the use of actual reporting year data. Such adjustments to the Rider will become effective with bills rendered on November 1 of each year.

#### Rate:

\$0.18 per Month

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

### **Energy Efficiency Program Rider**

### **Applicability:**

Applicable to all Customers served under Rate SGS.

### **Description:**

An additional charge to fund the costs associated with the implementation of cost-effective weatherization measures made available to high usage residential Percentage of Income Plan Program (PIPP) Customers served under the Small General Service Rate Schedule.

#### Rate:

A charge of \$0.3431 per month to be applied to GS rate schedule accounts.

This Rider is subject to reconciliation, including, but not limited to, increases or refunds based upon the results of audits ordered by the Commission in accordance with the November 7, 2018 Opinion and Order in Case No. 18-376-GA-RDR.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **Ohio Mcf Tax Rider**

### **Applicability:**

Applicable to Customers served under all rate schedules.

### **Description:**

Ohio Excise Tax established pursuant to ORC Section 5727.811 for collection on all Mcf of natural gas distributed by Natural Gas Companies unless exempt.

#### Rate:

All bills shall be adjusted to recover the Ohio Excise Tax as follows:

First 100 Mcf per account per month	\$.1593 per Mcf
Next 1900 Mcf per account per month	\$.0877 per Mcf
Over 2000 Mcf per account per month	\$.0411 per Mcf

The bills of "Flex" Customers, defined as industrial or commercial end users served under Rate LGTS, will be adjusted to provide for recovery of this tax at a rate of \$0.02 per Mcf on all volumes delivered, with a corresponding reduction made to the Flex Customer's Usage Charge under Rate LGTS.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

### PIP Plan Tariff Base Rate Rider ("PIPP")

## **Applicability:**

To sales of all Customers.

### **Description:**

A PIP Plan base rate rider credit of \$0.0442843 per Mcf will apply to all tariff volumes of applicable Customers.

This rider is updated annually, including reconciliation for any over- or under-collections. The PIPP Rider may also include Customer refunds if the Commission or the Supreme Court of Ohio determines, as a result of the Commission's biennial audit of the rider, that Suburban's PIPP Rider was unlawful or unreasonable or included imprudent amounts.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

### **Uniform Purchased Gas Adjustment Rider**

## **Applicability:**

Applicable to Customers served under Rate SGS and Rate LGS.

## **Description:**

The monthly Gas Cost Recovery Charge shall be the product of the volume of all gas consumed and the GCR Rate.

The Gas Cost Recovery Rate is determined pursuant to the requirements of OAC Chapter 4901:1-14, the Uniform Purchased Gas Adjustment.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

## **Gross Receipts Tax Rider**

## **Applicability:**

To all Customers.

## **Description:**

The amount due on all bills shall be adjusted for the Ohio gross receipts excise tax at the rate of 4.9810%.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **Miscellaneous Charges**

The following charges shall apply to Customers under all Rate Schedules:

#### **Reconnection Charge:**

If a Customer Service Line is reconnected after disconnection, a charge of \$36.00 shall apply.

#### **Dishonored Check and ACH Return Charge:**

For each instance when a check is dishonored by Customer's Bank, or Company incurs ACH return costs due to insufficient funds, a charge of \$30.00 shall apply.

#### **Field Collection Charge:**

If an employee of Company has been dispatched to terminate service for non-payment and a Customer pays the bill to avoid disconnection, a \$10.00 charge shall apply.

#### **Late Payment Charge:**

If payment is not received by the Company (whether by check, ACH payment or credit card) on or before the specified payment date, which shall be fourteen (14) days after the mailing date of the bill, a one-time additional charge of five percent (5%) of the amount of the bill shall be due and payable in addition to the billed amount. This provision does not apply to unpaid account balances of Customers enrolled in payment plans pursuant to OAC 4911:1-18-04.

#### **Tie-in Charge:**

If a tie-in is required to restore service to a Customer who had Customer's service line cut and plugged as a result of repeated detection of unauthorized use of service, a charge of up to \$300 or actual cost, whichever is less, shall be assessed. Unauthorized use of service includes:

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### P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

- 1. Detection by Company of metered usage after meter has been shut off by Company;
- 2. Detection by Company that meter and curb valve have been turned on after shut off for non-payment; or
- 3. Detection by Company of a bypass of meter inlet and outlet connections after shutoff or removal of meter.

The Customer shall be advised of the Tie-in Charge before the Company's employee is dispatched to the premises.

### Theft of Service/Tampering Investigation Charge

Whenever the gas meter, metering equipment or associated property is damaged, interfered with, displaced, bypassed or otherwise tampered with by a Customer, Consumer or other Person, or when a Person not authorized by Company has reconnected service, and Company dispatches an employee or authorized representative to investigate the matter prior to disconnection, the Customer shall pay a Theft of Service Investigation Fee of One Hundred Twenty-Five Dollars (\$125.00) prior to reconnection of service in addition to other required reconnection charges. The Theft of Service Investigation Fee shall only be levied when the Company has reasonable evidence of Tampering or a Fraudulent Practice. Reasonable evidence includes but is not limited to:

- 1. Admission by the Customer or another Consumer or Person at or adjacent to the service address;
- 2. Photographic or documentary evidence of the Fraudulent Practice or Tampering;
- 3. Personal observation by Company employee or authorized representative.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **Meter Test Charge**

Suburban shall offer one free meter test every three years to each Residential Customer, upon the Residential Customer's request. If a meter is tested at the request of a Residential Customer in excess of the one free meter test every three years that Suburban offers and said test result demonstrates the meter was operating within a tolerance of plus or minus three percent (3%), the following charge will be assessed:

Rate SGS Customer: \$40.00
 Rate LGS or LGTS Customer: \$100.00

If the meter tested was not operating within a tolerance of plus or minus three percent (3%), there shall be no charge for the test or removal of the meter.

### **Meter Relocation Charge**

When a Customer takes actions on the property or adjacent thereto with regard to any structure on the property or its contents that create or are in the process of rendering the meter inaccessible or otherwise exposed to hazards or are creating an unsafe condition, and the Customer fails to remedy the condition within three days of notice by the Company, the Company shall require the relocation of the meter setting together with any portion of the Customer Service Line necessary to accomplish such relocation, at Customer's sole expense. The Company shall provide a cost estimate of the Meter Relocation Charge.

#### **SGS Meter Uprate Charge**

If an SGS Customer's usage exceeds the rated capacity of a standard meter, the SGS Customer shall be responsible for the incremental cost of an uprated meter and any necessary equipment upgrades expressly including the incremental cost of an uprated excess flow valve.

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P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

## **Excess Flow Valve Charge**

If an eligible Customer, as defined by 49 CFD 192.383, requests the installation of an excess flow valve on the Service Line, the requesting eligible Customer shall pay Company's actual cost of an installing an excess flow valve.

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## P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3) Tariff for Natural Gas Service

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **GENERAL INFORMATION**

#### **Minimum Gas Service Standards**

The Company shall comply with the minimum gas service standards for natural gas companies set forth in OAC 4901:1-13, a copy of which may be viewed on the Public Utilities Commission of Ohio's Web site at <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a>, or obtained from the PUCO upon request. Where the PUCO has granted the Company a waiver from any provision of the minimum gas service standards, the Company shall comply with the terms of any Order granting such waiver. The rules and regulations in this tariff are subject to, and include as part thereof, all rules and regulations applicable to the Company from time to time issued or established by the PUCO under its emergency powers.

### Right to Modify

The Company reserves the right to modify, alter or amend the foregoing rules and regulations and to make such further and other rules and regulations as experience may suggest and as the Company may deem necessary or convenient in the conduct of its business. Said new or amended rules and regulations are to become effective, and will be added to the Company's tariff only upon submission to and approval by the PUCO. All Customers will come under the standards for gas pipeline and appliance venting on Customer's premises.

#### Tariff Subject to Commission Rules, Orders and Ohio Revised Code

These Rules and Regulations Governing the Distribution and Sale of Natural Gas are subject to and include as part hereof all orders, rules and regulations applicable to the Company as issued or established from time to time by the Public Utilities Commission of Ohio under its emergency powers.

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P.U.C.O. NO. 4 (Cancels P.U.C.O. No. 3)

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF NATURAL GAS

#### **Curtailment of Gas Service and Enforcement of Curtailment**

The following classifications set forth the rules of the Company governing the curtailment of gas service to various classes of Customers in the event of a gas shortage. The Company may curtail or discontinue gas service in accordance with this classification without incurring liability for any subsequent loss or damages that its Customers may sustain through such curtailment or discontinuation.

- **a.** Class A Customers shall include any service account where the use of natural gas is for space heating of a permanent residence or for use by a governmental agency or public service organization that provides emergency or life support services. Human needs Customers shall include permanent residences, hospitals, nursing homes, residential correctional institutions, motels and hotels. In the event of a shortage of gas, Class A Customers shall have preference over Class B and Class C Customers.
- **b.** Class B Customers shall include any service account where the use is in schools, churches, and similar institutions, federal, state, county, municipal and public buildings, theaters, stores, restaurants, bakeries, and all types of commercial establishments. In the event of a shortage of gas, Class B Customers shall have preference over Class C Customers.
- c. Class C Customers shall include service accounts using gas in industrial or manufacturing facilities, including gas used for space heating by such Customers, and Customers using gas for the generation of power. Gas service to Customers under this classification shall be subject to discontinuance or curtailment at any time, temporarily or permanently, in whole or in part, to protect or conserve the supply of gas for Class A and Class B Customers.

#### **Effect of Commission Approval**

Approval of the above tariff language by the Public Utilities Commission of Ohio does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a Court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

#### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing was served on May 31, 2019, by electronic mail upon the persons listed below.

/s/ Kimberly W. Bojko Kimberly W. Bojko

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Summary: Exhibit Late-Filed Exhibit, Attachment B to May 23, 2019 Stipulation Between Suburban Natural Gas Company and Staff of the Public Utilities Commission electronically filed by Mr. Brian W Dressel on behalf of Suburban Natural Gas Company