



Thomas J. Sniscak  
(717) 236-1300 x224  
tjsniscak@hmslegal.com

100 North Tenth Street, Harrisburg, PA 17101 Phone: 717.236.1300 Fax: 717.236.4841 www.hmslegal.com

January 31, 2013

**VIA HAND DELIVERY**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street – Filing Room  
Harrisburg, PA 17120

RE: Application of Leatherstocking Gas Company, LLC to Supply Natural Gas Service to the Public in Northern Susquehanna County, in the Townships of Bridgewater, Forest Lake, Great Bend, Harmony, New Milford, and Oakland and in the Boroughs of Great Bend, Hallstead, Lanesboro, Montrose, New Milford, Oakland and Susquehanna; Docket No. A-2011-2275595;  
**COMPLIANCE TARIFF FILING**

Dear Secretary Chiavetta:

Enclosed for filing with the Commission is the Initial Tariff and Emergency Response Plan of Leatherstocking Gas Company, LLC, which has an effective date of February 1, 2013. This Tariff is filed in compliance with the Commission's Final Order of September 27, 2012, granting Leatherstocking a Certificate of Public Convenience.

In conjunction with this filing, Leatherstocking also submits its Emergency Response Plan, as referenced in Section 10.3(B)(1) of the Tariff.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Regards,

Thomas J. Sniscak  
William E. Lehman

Counsel for  
Leatherstocking Gas Company,

WEL/bes  
Enclosures  
cc: Per Certificate of Service

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2013 JAN 31 PM 4:11  
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MAILING ADDRESS: P.O. BOX 1778 HARRISBURG, PA 17105

**LEATHERSTOCKING GAS COMPANY LLC**

**GENERAL TARIFF**

**Rules and Rate Schedules for Gas Service**

**Susquehanna County, Pennsylvania**

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Issued Under Authority of Order of PUC Dated September 27, 2012, in Case No. A-2011-2275595  
Issued by Michael German, President & C.E.O.

Issued: January 31, 2013

Effective: February 1, 2013

**LEATHERSTOCKING GAS COMPANY LLC**

**RATES AND RULES GOVERNING THE FURNISHING  
OF GAS SERVICE IN:**

**Borough of Great Bend**

**Borough of Hallstead**

**Township of Great Bend**

**Borough of New Milford**

**Township of New Milford**

***Borough of Montrose***

**Township of Bridgewater**

**Borough of Oakland**

**Borough of Susquehanna**

**Township of Oakland**

**Borough of Lanesboro**

**Township of Harmony**

**All in Susquehanna County, PENNSYLVANIA**

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**4. TERRITORY TO WHICH TARIFF APPLIES**

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>BOROUGH</u>
Susquehanna	Great Bend	Great Bend
		Hallstead
	New Milford	New Milford
	Bridgewater	Montrose
	Oakland	Oakland
		Susquehanna
	Harmony	Lanesboro

**5. ABBREVIATIONS AND DEFINITIONS****5.1 ABBREVIATIONS**

Btu	British Thermal Unit(s)
Cf	Cubic Feet
Ccf	Hundred Cubic Feet
Mcf	Thousand Cubic Feet

**5.2 DEFINITIONS**

- (1) Applicant - A natural person not currently receiving service who applies for residential service provided by the Company or any adult occupant whose name appears on the mortgage, deed, or lease of the property for which the residential utility service is requested.
- (2) Billing month - A period of not less than 26 and not more than 35 days.
- (3) Billing period - A billing period shall be a billing month.
- (4) Commission - Pennsylvania Public Utility Commission.
- (5) Company - Means LEATHERSTOCKING GAS COMPANY LLC.
- (6) Customer - Means a present Customer of, or an applicant for, the Company's service.
- (7) Cycle billing - A system of billing employed by a Company, which results in the normal rendition of bills for Company service, to a group or portion of all customers on different or specified day of any one billing period.

## 5. ABBREVIATIONS AND DEFINITIONS

(continued)

### 5.2 DEFINITIONS (continued)

- (8) Delinquent Account - Charges for company service which have not been paid in full by the due date stated on the bill or otherwise agreed upon; provided that an account shall not be deemed delinquent if: prior to the due date a payment or settlement agreement with the Company has been entered into by the residential customer; a timely filed notice of dispute is pending before the Company; or pursuant to time limits provided in this Section, an informal or formal complaint is timely filed with, and is pending before, the Commission.
- (9) Discontinuance of Service - The cessation of service with the consent of the residential customer and otherwise in accordance with Section 14.2 of this tariff (relating to discontinuance of service).
- (10) Dispute - A residential customer's or occupant's grievance about the Company's application of any provision covered by this section, including but not limited to such subjects as credit determinations, deposit requirements, the accuracy of meter readings or bill amounts, or the proper party to be charged. If, at the conclusion of an initial inquiry, the residential customer or occupant indicates satisfaction with the resulting resolution, the contact will not be considered a dispute.
- (11) Dwelling - A house, apartment or single meter multi-unit structure being supplied with residential service.
- (12) Emergency - An unforeseen combination of circumstances requiring temporary discontinuance of service in order to effect repairs or maintenance, or to eliminate an imminent threat to life, health, safety or property.
- (13) Household Income - The combined gross income of all adults in a residential household who benefit from the Company's service.
- (14) Non-Residential Service – All service that is not residential service.
- (15) Notice or Termination Notice - A written statement which in conspicuous print, clearly and fully includes the following information when applicable:
  - (a) The reason for the proposed termination.
  - (b) An itemized statement of all amounts currently due, including any required deposit.
  - (c) A statement that a specific reconnection fee will be required to have service restored after it has been terminated if such a reconnection fee is a part of the Company's tariff on file with the Commission.



5. ABBREVIATIONS AND DEFINITIONS  
(continued)

5.2 DEFINITIONS (continued)

- (d) A date on or after which service will be terminated unless: payment in full is received, the grounds for termination are otherwise eliminated, a settlement or payment agreement is entered or a dispute is filed with the Company or the Commission.
- (e) A statement that the residential customer should immediately contact the Company to attempt to resolve the matter, including the address and telephone number where questions may be filed and payment and settlement agreements entered into with the Company.
- (f) The following statement: "If, AFTER discussing your problem with the Company you remain dissatisfied, you may file an informal complaint with the Public Utility Commission. TO AVOID TERMINATION OF SERVICE PENDING RESOLUTION OF A DISPUTE THIS IN-FORMAL COMPLAINT MUST BE FILED BEFORE THE PROPOSED DATE FOR TERMINATION OF YOUR SERVICE. You may file an informal complaint by telephoning the Public Utility Commission at 800-692-7380 or by writing to the following address:  
  
Pennsylvania Public Utility Commission  
Box 3265  
Harrisburg, Pennsylvania 17120.
- (g) A serious illness notice, in a form prescribed by the Commission.
- (16) Occupant - Any person who resides in the premises to which Company service is provided.
- (17) Payment Agreement - An agreement whereby a residential customer who admits liability for billed service is permitted to amortize or pay the unpaid balance of the account in one or more payments.
- (18) Person - An individual, partnership, corporation, association, including any lessee, assignee, trustee, receiver, executor, administrator and other successors in interest.
- (19) Physician - An individual licensed under the laws of the Commonwealth of Pennsylvania to engage in the practice of medicine and surgery in all of its branches within the scope of the act of June 3, 1911 (P.L. 639) relating to medicine and surgery as amended, or in the practice of osteopathy or osteopathic surgery within the scope of the act of March 19, 1909 (No. 29) as amended.
- (20) Premises or Affected Premises - Unless otherwise indicated, the residence of the occupant.

## 5. ABBREVIATIONS AND DEFINITIONS (continued)

### 5.2 DEFINITIONS (continued)

- (21) Residential Customer - A natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property receiving residential service.
- (22) Residential Service - Company service supplied to a dwelling including service provided to a commercial establishment if concurrent service is provided to a residential premises attached thereto. Company service provided to a hotel or motel shall not be considered residential service.
- (23) Settlement Agreement - A mutually satisfactory settlement of any claim or dispute, reduced to writing and signed by the parties or their representatives. The settlement agreement offered by the Company shall state immediately preceding the space provided for the residential customer's name and in boldface print at least two point sizes larger than any other used thereon: "If you are not satisfied with this agreement, do not sign it. You may file an informal complaint before the Public Utility Commission without making yourself subject to retaliation by the Company. If you do sign this agreement, you give up your right to a hearing before the Commission on any matter involved in this dispute except the Company's failure to follow the terms of this agreement".
- (24) Termination of Service - Cessation of service, whether temporary or permanent, without the consent of the residential customer.
- (25) Gas Main or Main Extension - is the piping system used for the distribution of gas and owned by the Company which (a) is located within the limits of any public highway or on a private right of way, and (b) is used or useful for supplying two or more Gas Services.
- (26) Gas Service - is the pipe and accessory equipment from the main to the outlet fitting of the Company's meter.

**RULES AND REGULATIONS****6. HOW TO OBTAIN SERVICE****6.1 APPLICATIONS**

An application for service may be made by the owner or occupant of any building or premises at any office of the Company or via fax, telephone or internet (website). The Company will require that applications be in writing on the form prescribed by the Company. An application or agreement for service shall not be modified or affected by any promise or representation, oral or written, by an unauthorized agent or employee of the Company. Contracts for service shall not be transferable or assignable.

Upon acceptance by the Company of a Customer's application for service and in each case upon the Customer's compliance with all applicable rules, regulations, terms and conditions, as required for the availability and beginning of service under the Service Classification applied for, the Company will supply service as may be required for the building or premises for which service is requested.

**6.2 PERMITS**

The Company will make application for any necessary highway permits for installing its service facilities and shall not be required to furnish service until a reasonable time after such permits are granted. The Customer, at his expense, must obtain and present to the Company for registration satisfactory easements, rights of way, permits (except highway permits), consents, or certificates necessary to give the Company access to his installation and equipment and to enable its service to be connected therewith, or for other purposes in connection with the supply of service. Also, the Customer, at his expense, must secure all permits, municipal and otherwise, required by law for the installation and operation of equipment utilizing the service on his premises.

**6.3 TEMPORARY SERVICE**

When service is to be used at a site where the needed facilities will not be used for permanent supply, such as for entertainments, construction purposes or other activities of limited duration, the cost of installation and removal of all facilities, less salvage value, shall be borne by the Customer, and a sufficient amount to cover this cost shall be paid in advance.

**RULES AND REGULATIONS****6. HOW TO OBTAIN SERVICE (continued)****6.4 MAIN EXTENSIONS**

The Company will install, own and maintain and when necessary replace at its own cost and expense all mains, service pipes, service connections and other facilities within the territorial limits of any street, avenue, road or right-of-way that is for any highway purpose under the jurisdiction of a legislative body.

The Company's obligation to extend its facilities to a new point of delivery is limited to the assumption of new investment to the extent warranted by the revenue anticipated from the business to be supplied. The Company shall only expend an amount equal to five times the estimated annual base revenues less any amount expended, and not reimbursed by the customer, for the service. Should the estimated cost of the extension exceed this limit, the customer shall be required to pay the excess to the Company prior to the commencement of construction or surcharge on bill not to exceed ten(10) years. In addition, the Company will be permitted to take into account other consideration given by customer such as granting of easements or rights-of-way, etc., in its determination of the Customer contribution required. For purposes of this section, base revenues shall be defined as total revenues less revenues obtained from the gas cost rate and revenues attributable to the base cost of gas included in the commodity charges of the applicable service classification.

Revenues will be determined by applying the appropriate rates and charges to the estimated consumption. The Company will estimate consumption based on customer supplied information concerning the types of usage. The information contained in the following table will be used in estimating residential consumption. Any uses not included in the table and non-residential consumption will be estimated using the best available information and generally accepted engineering practices.

<u>Type of Use</u>	<u>Consumption</u>
Range	12-24 Mcf per year
Water Heater	32-40 Mcf per year
Clothes Dryer	5-10 Mcf per year
Space Heating	(BTUH rating x 0.00126) Mcf per year

All or part of the cost of any extension which is financed by a customer may be refunded to him if within ten years from the completion of construction another customer takes service requiring the use of the extension. The amount to be refunded shall be determined based on the additional annual base revenues to be obtained from any new customer in the same manner the original contribution was determined.

**RULES AND REGULATIONS****6. HOW TO OBTAIN SERVICE (continued)****6.5 CASH DEPOSITS FOR NON-RESIDENTIAL CUSTOMERS**

Deposits may be required from Customers taking service for a period of less than thirty days, in an amount equal to the estimated gross bills for such temporary period. Deposits may be required from all other Customers provided that, in no instance, may deposits be required in excess of the estimated gross bill for any single billing period plus one month (the maximum period not to exceed four months) with a minimum of \$5.00.

Deposits shall be returned to the depositor when he shall have paid undisputed bills for service over a period of twelve consecutive months; and any Customer having secured the return of a deposit shall not be required to make a new deposit unless the service has been discontinued and the Customer's credit standing impaired through failure to comply with tariff provisions.

The payment of any undisputed bill, within the meaning of the Public Utility Law, shall be payment of the bill with or without discount or penalty, within thirty days following the period for which the bill was rendered or payment within thirty days following presentation of the bill, or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is terminated substantially in favor of the Customer and payment made by the Customer within ten days thereafter.

Interest will be paid on deposits at the rate of nine percent per annum without deduction for any taxes thereon. Upon deposits held for more than a year, the Company will pay to the patron, annually, the interest accrued thereon

**RULES AND REGULATIONS****6. HOW TO OBTAIN SERVICE (continued)****6.6 CREDIT AND DEPOSIT PROCEDURES FOR APPLICANTS AND RESIDENTIAL CUSTOMERS****(A) General**

The Company may require a cash deposit in an amount equal to one-sixth of an applicant's or residential customer's estimated annual bill from the following:

- (1) An applicant, who previously received delivery service and was a residential customer of the Company, whose service was terminated for any of the following reasons:
  - (a) non-payment of an undisputed delinquent account;
  - (b) failure to complete payment of a deposit, to provide a guarantee, or to establish credit;
  - (c) failure to permit access to meters, service connections or other property of the Company for the purpose of replacement, maintenance, repair, or to read the meter;
  - (d) unauthorized use of the Company's service delivered on or about the affected dwelling;
  - (e) failure to comply with the material terms of a settlement or payment agreement;
  - (f) fraud or material misrepresentation of identity for the purpose of obtaining service;
  - (g) tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other equipment; and
  - (h) violating any tariff provision so as to endanger the safety of person or the integrity of the Company's delivery system.
- (2) Any applicant or residential customer who is unable to establish creditworthiness to the satisfaction of the Company through the use of a generally accepted credit score methodology which employs standards for using the methodology that fall within the range of general industry practice.
- (3) A residential customer who fails to comply with a material term or condition of a settlement or payment agreement.

**RULES AND REGULATIONS****6. HOW TO OBTAIN SERVICE (continued)****6.6 CREDIT AND DEPOSIT PROCEDURES FOR APPLICANTS AND RESIDENTIAL CUSTOMERS (continued)****(B) Third-Party Guarantor**

An applicant may furnish a written guarantee from a third-party guarantor in lieu of cash deposit. The Guarantor shall be responsible for all missed payments owed to the Company by such residential customer.

**(C) Payment Of Deposits**

The Company may deny service to an applicant that fails to pay the full amount of the cash deposit. Residential customers who are required to pay a deposit to have their service restored following termination shall have up to 90 days to pay the deposit. An applicant whose service has been terminated may elect to pay any required deposit in three installments: 50% payable upon determination that a deposit is required; 25% payable 30 days after the date of such determination; and the remaining balance due no later than 90 days after the date of such determination.

**(D) Deposit Holding Period, Application of Deposits and Interest**

- (1) The Company may hold a deposit until the residential customer establishes a timely payment history or up to a maximum of 24 months. A timely payment history is established when a residential customer has paid in full and on time all amounts due the Company for twelve consecutive months.
- (2) At the end of the holding period established in (1) above, the Company shall deduct the outstanding balance from the deposit and shall return or credit any positive difference to the residential customer.
- (3) If a residential customer's service is terminated or if a residential customer's account falls into delinquent account status before the end of the holding period established in (1) above, the Company shall deduct from the deposit the amount owed to the Company and shall credit the residential customer's account any remaining balance. In the case of termination of service, any balance due the residential customer shall be returned within 60 days of the termination of service.
- (4) Interest shall accrue and be payable on all deposits until returned to the residential customer at the rate of interest pursuant to Section 202 of the Act of January 30, 1974 (P.L. 13, No. 6).

**RULES AND REGULATIONS****6. HOW TO OBTAIN SERVICE (continued)****6.6 CREDIT AND DEPOSIT PROCEDURES FOR APPLICANTS AND RESIDENTIAL CUSTOMERS (continued)****(E) Adult Occupants**

Prior to providing service, the Company may require the applicant to provide the names of each adult occupant residing at the location and the identity of each adult occupant.

**6.7 TAXES ON CONTRIBUTIONS IN AID OF CONSTRUCTION AND CUSTOMER ADVANCES**

Any contribution in aid of construction, customer advance or other like amounts received from the customer, which shall constitute taxable income as defined by the Internal Revenue Service will have the income taxes segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with a CIAC or customer advance will not be charged to the specific contributor of the capital.



**RULES AND REGULATIONS**

(Reserved For Future Use)

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**RULES AND REGULATIONS****7. LOCATION****7.1 LOCATION**

The Company will determine the location and specify the type and manner of installation and connection of the service and metering equipment and will furnish this information to the Customer upon request. The Customer shall furnish and maintain a suitable space for service and metering equipment, readily accessible to authorized Company employees. Each separately metered building shall be supplied through an individual service pipe.

**7.2 SERVICES INSTALLED BY COMPANY**

The Company will lay service pipe from its main to the Customer's property line free of charge. Where buildings are designed and used for year-round occupancy, the Company will run 100 feet of service pipe on the Customer's property free of charge. For service requiring more than 100 feet of pipe, the Customer shall pay, in advance of construction, the cost of installing that part of the service pipe which is in excess of 100 feet from the street line. However, where the anticipated annual revenue from a building exceeds \$200, one additional foot of service pipe will be installed by the Company free of charge for each additional \$4 of anticipated annual revenue. These provisions are applicable to necessary replacements of service pipe, but where the location of such pipe is changed at the request of the Customer, the Customer shall bear the entire expense thereof. Whenever, at the Customer's request, a service pipe is provided by the Company as above through which service is not immediately desired, said Customer shall bear the entire reasonable expense of installing the service pipe and accessories, but he shall be entitled to a refund whenever gas service is begun for that part of the expense which, as hereinbefore stated, the Company customarily assumes in the case of a service for immediate use. Such refund shall be the cost of said service pipe and accessories, less depreciation at the rate of 3 percent per annum for the period which said pipe has been in the ground.

**7.3 SERVICES INSTALLED BY OTHERS**

Where the Customer makes arrangements for others than the Company to install service pipe, the work shall be done subject to the approval of the Company.

**RULES AND REGULATIONS****8. PIPING AND EQUIPMENT****8.1 PIPING, APPARATUS AND INSPECTION**

All inside piping and apparatus from the meter outlet and a proper location for the Company's meter and other apparatus shall be furnished and maintained by the Customer in accordance with the requirements of the Company and any Pennsylvania State law and/or municipal regulation that may be in force, and it shall be a condition precedent to the initial and continuing supply of service by the Company that the Company may seal such service, and that such seal shall not be broken or in any way interfered with by the Customer.

The Company reserves the right to make an inspection of premises before rendering service in order to see that its rules are complied with. Neither by inspection or nonrejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties.

**8.2 INCREASED CAPACITY**

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

**RULES AND REGULATIONS****9. METERING AND BILLING****9.1 ACCESS TO CUSTOMER'S PREMISES**

The Company's authorized employees or agents shall have free access, at all reasonable times, to its meters or other property, and to all the piping and equipment owned by the Customer or anyone else, and installed on the Customer's premises, for the purpose of inspecting or testing the same or to repair, change or remove any of the Company's property.

**9.2 IDENTIFICATION OF EMPLOYEES**

Company employees or agents authorized to enter upon its Customers' premises are provided with identification cards which will be shown upon request. Customers are advised not to admit to their premises anyone claiming to represent the Company unless he can produce a proper identification card.

**9.3 METERS**

*Gas supplied shall be measured by meters furnished, installed, and maintained by the Company.*

**Metered Service:**

Service rendered through each meter installed shall be subject to a separate minimum charge and all rate provisions of the Service Classification applicable shall be applied separately to the service supplied through each meter. The above shall not, however, apply where the Company, for purposes of testing or on account of the special character of installation, desires to install more than one meter for measuring service supplied to a Customer under one rate classification.

**9.4 METER READING**

The Company will endeavor to read all meters at regular bi-monthly intervals.

Where the Company is unable to gain access to a meter, a notice stating this fact, and showing the scheduled date of the next meter reading, will be left on the premises. On request, the Company will furnish meter reading cards for residential Customers to report their meter readings.

All readings by an automatic meter-reading device shall be deemed actual meter readings.

**RULES AND REGULATIONS****9. METERING AND BILLING (continued)****9.5 RENDERING OF BILLS**

Rates and Charges are stated on a monthly basis as set forth in the Service Classifications. For billing purposes, a monthly period will be considered as 26 - 35 days. In determining the charges for billing periods other than a monthly period, the monthly rates, as stated in the Service Classification, are prorated on the basis of thirtieths of a month.

Bills for service will be rendered monthly. Bills for residential service for any month in which no meter reading is taken are rendered on an estimated basis. When the Company is unable to obtain meter readings on regular reading dates, bills are rendered (1) on readings by Customers if said readings are received on or before the date shown on the meter indexing card, or (2) on estimated readings. Amounts billed on the basis of such estimates are subject to adjustment in accordance with the next meter readings obtained by the Company.

In case any meter for any reason fails to register the full use of service by the Customer for any period of time, the usage of service by the Customer for the period may be estimated by the Company on the basis of available data, and the Customer billed accordingly.

**9.6 LATE PAYMENT CHARGE**

*The Company may impose late payment charges on any bill not paid within five days of the due date at the rate of one and one-half percent (1.5%) per month on the overdue balance of the bill. The interest rate, when annualized, will not exceed 18% simple interest per annum.*

**9.7 CHANGE OF RATE**

Service Classifications and Rules and Regulations under which Customers are served are subject to such changes as may be lawfully made. Customers taking service under a rate schedule so revised shall thereafter take and pay for service in accordance with the provisions of the revised or superseding schedule so established.

**RULES AND REGULATIONS****9. METERING AND BILLING**

(continued)

**9.8 BUDGET BILLING**

- (1) All residential and non-residential customers, unless otherwise prohibited, may elect to pay for service taken in accordance with the following provisions:
  - a. The customer will make equal monthly payments during the Budget.
  - b. If at the end of the Budget Year, the amount paid by the customer is less than the amount due for actual service rendered:
    - (i) the balance due for residential customers, customers who are a condominium association, cooperative housing corporation, and master metered gas heated multifamily dwelling units during the time that such units are either owned by the Federal Department of Housing and Urban Development or subject to a first mortgage held or guaranteed by that agency shall be billed to and payable by the customer during the next six (6) monthly billing periods; or
    - (ii) the balance due for all other customers will be billed in the month ending the budget year and shall be payable by the customer in full at that time.
  - c. If at the end of the Budget Year, the amount paid by the customer is greater than the amount due for actual service rendered, the Company shall apply a credit to the customer's account equal to the amount overpaid or, at the customer's request, shall refund an amount equal to the overpayment.
- (2) The Budget Year will be the twelve-month period beginning with the billing month the customer initially enrolls in budget billing.
- (3) The monthly budget payment will normally be adjusted at the end of the Budget Year to reflect any changes in the Company's charges or the customer's usage during the Budget Year. The Company may also adjust the monthly budget payment during the Budget Year *should conditions warrant a change*.
- (4) When a customer elects budget billing for both gas and electric service, the monthly budget payment will be based on the combined cost of providing gas and electric service.
- (5) Should a customer fail to make a monthly budget payment when due, the Company shall have the right to cancel the budget billing plan. Upon cancellation any overpayment will be credited to the customer's account and any deficiency shall be due and payable.



**RULES AND REGULATIONS****10. LIMITATIONS OF SERVICE CLASSIFICATIONS****10.1 RESIDENTIAL SERVICE**

Service will be supplied under a residential service classification to any single family residence or apartment occupied as the home, residence or sleeping place of one or more persons, and to any private garage, guest house or similar accessory building located on the same premises served through the same meter as such residence. Each such private residence shall be served under a separate service agreement through a separate meter.

If any portion of the premises, as described above in Section 5.2(20), is used for business or professional purposes, the applicable residential service classification is available for service to the entire premises.

**10.2 SUBMETERING**

Gas service will not be supplied for resale, remetering (or submetering) or other disposition to others, except that a Customer may furnish gas service for the use of his tenants or other occupants provided such Customer shall not resell, make a specific charge for or remeter (or submeter) or measure any of the gas so redistributed or furnished.

**10.3 GAS EMERGENCY PLAN****(A) Definitions**

The following words and terms, when used in this section have the following meanings unless the text clearly indicates otherwise:

- (1) Alternate fuel - Any fuel other than natural gas.
- (2) Alternate fuel capability - The installed and operable ability to use any fuel other than natural gas on a time sensitive basis.
- (3) Commercial use - Gas usage by customers engaged primarily in the sale of goods and services including consumption by office buildings, institutions and government agencies.
- (4) Essential human needs - Gas usage in any building where persons normally dwell including residences, apartment houses, dormitories, hotels, hospitals and nursing homes.
- (5) Firm service - Natural gas service offered to consumers under tariffs or contracts that anticipate no interruption.

**RULES AND REGULATIONS****10. LIMITATIONS OF SERVICE CLASSIFICATIONS (continued)****10.3 GAS EMERGENCY PLAN (continued)**

- (6) Industrial use - Gas usage by customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power.
- (7) Interruptible service - Natural gas services that can be temporarily discontinued under term and conditions specified by tariff or contract.
- (8) Plant protection use - Minimum usage of natural gas required to prevent physical harm to an industrial or commercial consumer's facility, or danger to personnel at the facility, when the protection cannot be afforded through the use of an alternate fuel. Plant protection use includes usage necessary for the protection of the material in process as would otherwise be destroyed, but does not include deliveries required to maintain production.
- (9) Residential use - Gas usage in a residential dwelling or unit for space heating, air conditioning, cooking, water heating or other domestic purpose.

**(B) Natural Gas Emergency Planning**

- (1) The Company has filed with the Commission a Natural Gas Emergency Plan ("Plan") reflecting its unique operational characteristics and design criteria. The Plan contains simplified and understandable rules and regulations so that all of the Company's customers can respond in order to protect themselves and their property in the event of a crisis. The Company shall file revisions to the Plan when and as appropriate, or as directed by the Commission.
- (2) The Plan includes provisions addressing:
  - (a) emergency load shedding;
  - (b) voluntary usage reductions, for example, reducing space or water heating temperatures to levels specified by the Company;
  - (c) mandatory usage reduction for certain customers consistent with Section 10.3(C) below;
  - (d) issuance of periodic reports to the media concerning the existing natural gas emergency;
  - (e) notice to affected customers of the expected initiation of emergency actions under Section 10.3(C) below; and
  - (f) a procedure for focusing emergency measures to confined geographic or operational portions, segments or zones of the Company's system where a natural gas emergency exists.

**RULES AND REGULATIONS****10. LIMITATIONS OF SERVICE CLASSIFICATIONS (continued)****10.3 GAS EMERGENCY PLAN (continued)**

- (3) The Plan specifies the procedures the Company shall use to provide notices to affected customers. After the Company determines the appropriate response, the Company shall issue notices to affected customers as soon as reasonably possible. All notices shall be prepared consistent with the Commission's plain language policy.

**(C) Emergency Action**

- (1) An emergency exists whenever the aggregate demand of firm service customers *on the Company's system or confined segment of the system exceeds or threatens* to exceed the gas supply or capacity that is actually and lawfully available to the Company to meet the demands, and the actual or threatened excess creates an immediate threat to the Company's system operating integrity with respect to Priority 1 customers as defined in Section 10.3(C)(9).
- (2) If, in the sole judgment of the Company, there is sufficient time, the Company shall use reasonable business and operational efforts to: interrupt all interruptible services, issue operational flow orders, and call for voluntary usage reductions by all customers before taking any action under subsection (3) below. The Company shall take these three actions sequentially to the extent feasible.
- (3) In the event of an emergency, the Company may require each commercial and industrial retail customer that is not a Priority 1 customer, as defined in Section 10.3(C)(9), to reduce its consumption of gas.
- (a) The reduction required shall be determined by the Company without regard to priorities of use, as necessary to minimize the potential threat to public health and safety.
- (b) The minimum authorized usage may not be lower than the minimum usage of firm service necessary for plant protection use.
- (c) When all other service has been curtailed except for Priority 1 service and the Company continues to be unable to meet Priority 1 requirements, the Company shall exercise its judgment as to any further curtailment that may be necessary and shall utilize measures designed to minimize harm to customers if curtailments to plant protection use are found to be necessary.

**RULES AND REGULATIONS****10. LIMITATIONS OF SERVICE CLASSIFICATIONS (continued)****10.3 GAS EMERGENCY PLAN (continued)****(C) Emergency Action (continued)**

- (4) Mandatory reductions shall be for a period specified by the Company until further notice. The Company may change a customer's authorized usage, upon notice, at any time during an emergency.
- (5) Mandatory reductions shall be for a maximum duration of five business days unless extended by Commission order. As an alternative to extending mandatory reductions, the Commission may order the Company to initiate priority-based curtailments as described in Section 10.3(C)(9).
- (6) In determining whether to order the Company to initiate priority-based curtailments, the Commission will examine whether the Company did the following:
  - (a) interrupted all interruptible services;
  - (b) issued operational flow orders; and
  - (c) called for voluntary usage reductions by all customers.
- (7) Upon issuance by the Commission of an order to initiate priority-based curtailments, the Company shall provide all affected customers the maximum notice possible, via telephone, fax or electronic data interchange, specifying the curtailment percentage of the customer's firm gas service and resulting allowances as may be the case.
- (8) Upon issuance by the Commission of an order to initiate priority-based curtailments, the available gas supplies to the Company shall be prorated, if practicable, among its customers according to the following priorities of use:
  - (a) customers in a higher priority category shall not be curtailed until all customers falling into a lower priority category have been restricted to plant protection use levels, unless operational circumstances or physical limitations warrant a different result; and
  - (b) where only a partial restriction of a classification is required, implementation shall be pro-rata, to the extent practical under the circumstances.

**RULES AND REGULATIONS****10. LIMITATIONS OF SERVICE CLASSIFICATIONS (continued)****10.3 GAS EMERGENCY PLAN (continued)****(C) Emergency Action (continued)**

- (9) Following are the priority categories, listed in descending order, pertaining to the curtailment of firm services:
- (a) Priority 1, service for essential human needs use; and
  - (b) Priority 2, firm services not included in essential human needs use.

**(D) Liability**

- (1) The Company may restrict or discontinue service in accordance with this Section 10.3 without hereby incurring any penalty or liability for any loss, injury or expense that may be sustained by the customer except when the restriction or discontinuation of service is a result of the Company's willful or wanton misconduct.
- (2) The Company may discontinue service, for the duration of an emergency, to a customer that continues to take gas in violation of the rules found in this Section 10.3.

**(E) Penalties for Unauthorized Use of Gas**

If a customer exceeds its authorized consumption of gas during a period of emergency, the customer shall pay a penalty equal to the higher of a) \$25.00 per Mcf plus the cost of gas or b) \$45.00 per Mcf. For the purposes of this provision, the cost of gas shall be equal to the highest daily "Midpoint" rate of the "Louisiana-Onshore South", "Tennessee" receipt points for the appropriate day as published in Gas Daily in the table "Daily Price Survey" plus the Company's weighted average cost of transportation and fuel losses at 100% load factor.

**RULES AND REGULATIONS****11. LIABILITY****11.1 COMPANY LIABILITY****(A) Continuity of Supply**

The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but should it interrupt the supply of service for the purpose of making repairs or improvements in any part of its system to promote the general good of the service or the safety of the public, or should the supply of service be interrupted or fail, by reason of any cause whatsoever beyond its control, the Company shall not be liable for damages, direct or consequential, resulting from such interruption or failure of service.

**(B) Customer's Equipment**

Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties.

**(C) Company Equipment and Use of Service**

The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the Customer's premises, except injuries or damages resulting from the negligence of the Company.

**11.2 CUSTOMER OBLIGATIONS****(A) Company Property**

The Customer shall exercise reasonable diligence in protecting the Company's property on his premises, and may be liable to the Company in case of loss or damage caused by his negligence or that of his employees.

**(B) Interference with Company Property**

The Customer shall not disconnect, change connections, make connections or otherwise interfere with the Company's meters or other property or permit the same to be done by other than the Company's authorized employees.

**(C) Notification of Leaks**

The Customer shall immediately notify the Company at its office of any escape of gas in or about the Customer's premises.

**RULES AND REGULATIONS****12. TERMINATION OF SERVICE****12.1 TERMINATION OF SERVICE FOR NON-RESIDENTIAL CUSTOMERS**

All Customers are required to notify the Company to prevent liability for service used by succeeding tenants when vacating their premises. Upon receipt of such notice the Company will read the meter and further liability for service used on the part of the vacating Customer will cease.

**12.2 TERMINATION OF SERVICE FOR RESIDENTIAL CUSTOMERS****(A) Grounds for Authorized Termination of Service**

Following the notice requirements set forth in subparagraph 12.3 A, the Company's service to any dwelling may be terminated for any of the following actions of residential customer:

- (1) Nonpayment of an undisputed delinquent account.
- (2) Failure to complete payment of a deposit, provide a guarantee or establish credit worthiness.
- (3) Failure to permit access to meters, service connections and other property of the Company at all reasonable times for the purpose of replacement, maintenance, repair or meter reading.
- (4) Failure to comply with the material terms of a payment agreement.
- (5) Tendering payment that is subsequently dishonored under 13 PA. C.S. Section 3502 or tendering payment with an access device, as defined in 18 PA. C.S. Section 4106(D), which is unauthorized, revoked, or canceled.

**(B) Grounds for Immediate Termination of Service**

The Customer's service may be immediately terminated without notice for any of the following actions of the residential customer:

- (1) Unauthorized use of the Company service delivered on or about the affected dwelling.
- (2) Fraud or material misrepresentation of identity for the purpose of obtaining Company service.
- (3) Tampering with meters or other Company equipment.
- (4) Violating any tariff provisions on file with the Commission, so as to endanger the safety of any person or the integrity of the energy delivery system of the Company.

**RULES AND REGULATIONS****12. TERMINATION OF SERVICE (continued)****12.2 TERMINATION OF SERVICE FOR RESIDENTIAL CUSTOMERS (continued)****(C) Conditions for Not Terminating Service**

- (1) Evidence is present which indicates that payment has been made.
- (2) A serious illness or medical condition exists at the premises.
- (3) A dispute or complaint is properly pending.
- (4) The employee is authorized to receive payment and payment in full is tendered in any reasonable manner.

**(D) Days Termination of Service is Prohibited**

Except in emergencies, or terminations under Section 12.2 (B), service shall not be terminated during the following periods:

- (1) Saturday or Sunday.
- (2) On a bank holiday or on the day preceding a bank holiday.
- (3) On a holiday observed by the Company or on the day preceding such holiday. A holiday observed by the Company shall mean any day on which the business office of the Company is closed to observe a legal holiday, to attend Company meetings or functions, or for any other reason.
- (4) On a holiday observed by the Commission or on the day preceding such holiday.

**(E) Winter Terminations**

Unless otherwise authorized by the Commission, after November 30 and Before April 1 (“winter period”), the Company shall not terminate service to residential customers with household incomes at or below 250% of the Federal Poverty Level, except for termination in accordance with Section 12.2(B) above. The Company may terminate service during the winter period to residential customers with household incomes exceeding 250% of the Federal Poverty Level.



**RULES AND REGULATIONS****12. TERMINATION OF SERVICE (continued)****12.2 TERMINATION OF SERVICE FOR RESIDENTIAL CUSTOMERS (continued)****(F) Unauthorized Termination of Service**

Unless expressly and specifically authorized by the Commission, service shall not be terminated nor will a termination notice be sent for any of the following reasons:

- (1) Nonpayment for concurrent service of the same class received at a separate metering point.
- (2) Nonpayment for a different class of service received at the same or a different location. Service may be terminated however, when, under the Company's tariff, a change in classification is necessitated upon the completion of construction work previously billed at a different rate applicable during construction.
- (3) Nonpayment, in whole or in part: for leased or purchased merchandise, appliances, or special services, including but not necessarily limited to merchandise and appliance installation fees, rental, and repair costs; of meter testing fees; of special construction charges; and of other non-recurring charges that are not essential to delivery or metering of service.
- (4) Nonpayment of bills for delinquent accounts of the prior residential customer at the same address.
- (5) Nonpayment of, or failure to restore a deposit applied to, a delinquent account which is based all or in part on a "make-up" bill for previously unbilled Company service, resulting from: Company billing error, meter failure, leakage that could not reasonably have been detected or loss of service not caused by the residential customer or occupant; or two or more consecutively estimated bills, if the "make-up" bill exceeds the otherwise normal, estimated bill by 50%. This section shall not prohibit termination where the Company reviews the bill with the residential customer and offers to enter a payment agreement which may, at the residential customer's option, extend: at least as long as the period during which the excess amount was accrued; or at least as long as necessary so that the quantity of service billed in any one billing period will not be greater than the normal estimated quantity for such period plus 50%.
- (6) Noncompliance with a payment agreement prior to the due date of the bill, which forms the basis of the agreement.
- (7) Nonpayment of charges for Company service furnished more than two years prior to the date the bill is rendered.

**RULES AND REGULATIONS****12. TERMINATION OF SERVICE (continued)****12.2 TERMINATION OF SERVICE FOR RESIDENTIAL CUSTOMERS (continued)****(F) Unauthorized Termination of Service (continued)**

- (8) Nonpayment for residential service already furnished in the name or names of persons other than the residential customer, unless a court, district justice or administrative agency has determined that the residential customer is legally obligated to pay for the service previously furnished. This section shall not affect a Company's creditor rights and remedies otherwise permitted by law.
- (9) Nonpayment of charges calculated on the basis of estimated billings, unless the estimated bill was required because Company personnel were unable to gain access to the affected premises to obtain an actual meter reading on two occasions and have made a reasonable effort to schedule meter reading at a time convenient to the residential customer or occupant.
- (10) Nonpayment of delinquent accounts: which accrued over two billing periods or more; which remain unpaid in whole or in part for six months or less; and which amount to a total delinquency of less than \$25.

**12.3 NOTICE PROCEDURES - TERMINATION FOR RESIDENTIAL CUSTOMERS****(A) Notice Requirements for Authorized Termination of Service**

*Prior to a termination of service under Section 12.2 (A) above, the Company shall:*

- (1) Provide written notice of the termination to the residential customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days.
- (2) Shall attempt to contact the residential customer or occupant, either in person or by telephone, to provide notice of the proposed termination at least three days prior to the scheduled termination. Phone contact shall be deemed complete upon attempted calls on two separate days to the residence between the hours of 7 A.M. and 9 P.M. if the calls were made at various times of the day.
- (3) During the months of December through March, unless personal contact has been made with the residential customer or the responsible adult by personally visiting the residential customer's residence, the Company shall, within forty-eight hours of the scheduled date of termination, post a notice of the proposed termination at the service address.
- (4) After complying with paragraphs (2) and (3) above, the Company shall attempt to make personal contact with the residential customer or responsible adult at the time of termination.

The termination shall not be delayed for failure to make personal contact.

**RULES AND REGULATIONS****12. TERMINATION OF SERVICE (continued)****12.3 NOTICE PROCEDURES - TERMINATION FOR RESIDENTIAL CUSTOMERS  
(continued)****(B) Post Termination Notice Requirements**

Upon termination, the Company shall make a good faith effort to provide a post termination notice to the customer or a responsible person at the affected premises, and in the case of a single meter, multiunit dwelling, the Company shall conspicuously post the notice at the dwelling, including in common areas when possible.

**(C) Notice When Dispute Pending**

The Company shall not mail or deliver a notice of termination, if a notice of dispute has been filed and is unresolved, and if the subject matter of the dispute forms the grounds for the proposed termination. Any notice mailed or delivered in contravention of this section shall be void.

**(D) Procedures Upon Residential Customer or Occupant Contact Prior to Termination**

(I) If at any time after the issuance of the initial termination notice and prior to the actual termination of service, a residential customer or occupant contacts the Company concerning a proposed termination, an authorized Company employee shall fully explain:

- (a) The reasons for the proposed termination;
- (b) All available methods for avoiding a termination, including:
  - (i) tendering payment in full or otherwise eliminating grounds for authorized termination; and
  - (ii) entering a settlement or payment agreement;
- (c) The residential customer's right to file a dispute with the Company, and, thereafter, an informal complaint with the Commission;
- (d) The procedures for resolving disputes and informal complaints, including the address and telephone number of the Company and the following address and telephone number of the Commission: Public Utility Commission, Box 3265, Harrisburg, Pennsylvania 17120, telephone number 800-692-7380.
- (e) The residential customer's duty to pay any portion of a bill which he does not honestly dispute; and
- (f) The medical emergency procedures.

**RULES AND REGULATIONS****12. TERMINATION OF SERVICE (continued)****12.3 NOTICE PROCEDURES - TERMINATION FOR RESIDENTIAL CUSTOMERS  
(continued)****(D) Procedures Upon Residential Customer or Occupant Contact Prior to Termination  
(continued)**

- (2) The Company through its employees, shall exercise good faith and fair judgment in attempting to enter a reasonable settlement or payment agreement, or otherwise equitably to resolve the matter. Factors to be taken into account when attempting to enter into a reasonable settlement or payment agreement shall include, but not be limited to, the size of the unpaid balance, the residential customer's ability to pay, the residential customer's payment history and the length of time over which the bill accumulated.

**(E) Use of Termination Notice Solely as Collection Device Prohibited**

The Company shall not threaten to terminate service when it has no present intent to terminate service or when actual termination is prohibited under this section; notice of the intent to terminate shall be used only as a warning that service will in fact be terminated in accordance with the procedures set forth by this section unless the residential customer or occupant remedies the situation which gave rise to the Company's enforcement efforts.

**12.4 NOTICE PROCEDURES AFTER DISPUTE FILED FOR RESIDENTIAL CUSTOMERS****(A) Limited Notice Upon Noncompliance with Report or Order**

Upon the failure to timely appeal from, or comply with a Company report, an informal complaint report, or an order from a formal complaint, the original grounds for termination shall be revived and the Company shall not be required to give further written notice so long as:

- (1) The residential customer is personally contacted as described in 12.3(A) of this tariff (relating to personal contact), at least three days prior to termination; and
- (2) At the time of termination, the Company serves personally on the residential customer, or posts conspicuously at the residential customers residence and the affected premises, including common areas where permissible, a post-termination notice complying with the provisions of 12.3(B) of this tariff (relating to post termination notice).

**RULES AND REGULATIONS****12. TERMINATION OF SERVICE (continued)****12.5 EMERGENCY PROVISIONS FOR RESIDENTIAL CUSTOMERS****(A) General Provision**

The Company shall not terminate, or refuse to restore, service to any premises when any occupant therein is certified by a physician or nurse practitioner to be seriously ill or afflicted with a medical condition that will be aggravated by a cessation of failure to restore service.

**(B) Postponement of Termination Pending Receipt of Certificate**

If, prior to termination of service, the Company employee is informed that an occupant is seriously ill or is afflicted with a medical condition that will be aggravated by a cessation of service and that a medical certification will be procured, termination shall not occur for at least three days. Service may be terminated if no certification is produced within that three-day period.

**(C) Medical Certifications**

Certifications initially may be written or oral. The residential customer shall obtain a letter from a licensed physician or nurse practitioner and promptly forward it to the Company. All certifications, whether written or oral, must include the following:

- (1) The name and address of the residential customer in whose name the account is registered;
- (2) The name and address of the person with the medical condition and his or her relation to the residential customer and/or occupant;
- (3) The nature and anticipated length of the affliction; and
- (4) The name, office address and telephone number of the certifying physician or nurse practitioner.

**(D) Length of Postponement; Renewals**

Service shall not be terminated for the time period specified in a medical certification provided that the maximum length of the certification shall be 60 days.

- (1) Time period not specified. If no length of time is specified, or if the time period is not readily ascertainable, service shall not be terminated for at least 60 days.
- (2) Renewals. Certifications may be renewed in the same manner and for the same time period as provided in Sections 12.5(B) and 12.5(C) of this tariff (relating to postponement of termination pending receipt of certificate and medical certifications).

**RULES AND REGULATIONS****12. TERMINATION OF SERVICE (continued)****12.5 EMERGENCY PROVISIONS FOR RESIDENTIAL CUSTOMERS  
(continued)****(E) Restoration of Service**

When service is required to be restored under Sections 12.5(A) - 12.5(C) of this tariff relating to emergency provisions, the Company shall make a diligent effort to have service restored on the day of receipt of the medical certification. In any case, service shall be restored within twenty-four hours. The Company shall have employees available or on call to restore service in emergencies.

**(F) Residential Customer's Duty to Pay Bills**

Whenever service is restored or termination postponed pursuant to the medical emergency procedures, the residential customer shall retain a duty to equitably arrange to make payment on all bills.

**(G) Termination Upon Expiration of Medical Certification**

When the initial and all renewal certifications have expired, the original ground for termination shall be revived and the Company may terminate service without additional written notice, if notice previously has been mailed or delivered pursuant to the notice requirements of this tariff.

**(H) Company's Right to Petition the Commission**

- (1) The Company may petition the Commission for waiver from the medical certification procedures for the following purposes:
  - (a) Contest the validity of a certification. To request an investigation and hearing by the Commission or its designee when the Company wishes to contest the validity of certification.
  - (b) Terminate service prior to expiration of certification. To request permission to terminate service for the residential customer's failure to equitably arrange to make payments on all bills.
- (2) The Company shall continue to provide service while a final Commission adjudication on the petition is pending.

**RULES AND REGULATIONS****12. TERMINATION OF SERVICE (continued)****12.6 TERMINATION AT ANY PREMISES OTHER THAN THE RESIDENTIAL CUSTOMER'S RESIDENCE****(A) General Rule**

Unless the affected occupants agree to a proposed termination, or the residential customer states in writing that the affected premises are unoccupied, on a form conspicuously bearing notice that information provided by the residential customer will be relied upon by the Pennsylvania Public Utility Commission in administering a system of uniform service standards for public utilities, and that any false statements made therein are criminally punishable, the Company shall not terminate service to a single meter multi-unit dwelling or any premises that is not the residential customer's residence, except in compliance with the following provisions, in addition to all other notice and procedural provisions in Section 12.3 of this tariff (relating to notice procedures prior to termination):

- (1) Notice requirements. At least ten days prior to the proposed termination, the Company shall conspicuously post notice at the affected dwelling. When permissible, notice should be posted in common areas of the dwelling.
- (2) Notification of health officials. Simultaneous with the posting of notice as required by paragraph (1) of this section, the Company shall mail a copy of said notice to the agencies listed below, which serve the community in which the affected premises are located:
  - (a) The Department of Licenses and Inspections of any city of the first class.
  - (b) The Department of Public Safety of any city of the second class, second class A, or third class.
  - (c) The city or county Public Health Department.
  - (d) The grantees of Emergency Energy Funds from the Community Services Agency.
- (3) Notice contents. In addition to other required provisions of the Section, a notice pursuant to this section shall include a statement that the occupants are not responsible for the delinquencies of the residential customer and the data on or after which service will be terminated unless:
  - (a) Payment in full is received from the residential customer or the grounds for termination are otherwise eliminated; or
  - (b) A settlement or payment agreement is entered into between the residential customer and the Company; or

**RULES AND REGULATIONS****12. TERMINATION OF SERVICE (continued)****12.6 TERMINATION AT ANY PREMISES OTHER THAN THE RESIDENTIAL CUSTOMER'S RESIDENCE (continued)****(A) General Rule (continued)**

- (c) The occupants agree to subscribe for future service individually and this can be accomplished without a major revision in distribution facilities or additional right-of-way acquisitions; or
  - (d) Where separate service cannot be instituted without a major revision in distribution facilities or additional right-of-way acquisitions, the occupants agree to be jointly and severally responsible for the full amount of all future bills for service at the affected dwelling. The consent of these occupants must be knowing and voluntary.
- (4) Where the residential customer arranges to make payment in accordance with Paragraph (3)(a) or (b) of this section or where the occupants agree to subscribe for future service in accordance with Paragraph (3)(c) or (d) of this section, the Company shall consider the original grounds for termination eliminated and shall be prohibited from terminating service pursuant to those grounds. This section shall not affect the creditors' rights and remedies of the Company otherwise permitted by law.
- (5) Reduction of deposit. When occupants at a single meter multifamily dwelling agree to pay all future bills for service provided in Paragraph (3)(d) of this section, and when any responsible person in a residential unit establishes credit and the amount of any required deposit or guarantee shall be reduced pro rata, based on the number of residential units contained in the dwelling.



**RULES AND REGULATIONS****12. TERMINATION OF SERVICE (continued)****12.7 THIRD PARTY NOTIFICATION FOR RESIDENTIAL CUSTOMERS****(A) Third Party Notification**

The Company shall permit its residential customers to designate a consenting individual or agency which is to be sent, by the Company, a duplicate copy of all reminder notices, past due notices, delinquent account notices, or termination notices of whatever kind issued by the Company. When contact with a third party is made, the Company shall advise the third party of the pending action and the efforts which must be taken to avoid termination. The Company shall institute and maintain a program:

- (1) To allow residential customers to designate third parties to receive copies of a residential customer's or group of residential customers notices of termination of service;
- (2) To advise customers of the availability of such a third party notification program and to encourage their use thereof; and
- (3) To solicit community groups and police to accept third party notices in order to assist in preventing unnecessary terminations and protecting the public health and safety.

**RULES AND REGULATIONS****13. REFUSAL OR DISCONTINUANCE OF SERVICE  
TO NON RESIDENTIAL CUSTOMERS**

- (A) The Company reserves the right to refuse or discontinue service to nonresidential customers under the following conditions:
- (1) If any bills for service or for changes in extension contracts or in arrears and a five-day notice written notice has been served on the Customer either by delivering the same personally or by mailing the same in a postpaid wrapper addressed to the Customer at premises where service is rendered, or at last known address,
  - (2) If the Company shall deem such action necessary to protect itself from fraud,
  - (3) If the customer fails to comply with the Company's rules and regulations,
  - (4) If the Customer fails to comply with the ordinances or regulations of municipal or other duly constituted authorities pertaining to such service or to property of the Customer used in connection therewith, or fails to supply at his expense proper certificate of compliance with such ordinances or regulations at the Company's request,
  - (5) If prior indebtedness of a Customer for service at the same or another location is not paid in full before service is established,
  - (6) If a former Customer who is indebted to the Company attempts by some agency, relationship, or otherwise, to obtain service, the Company reserves the right to refuse service until payment is made of all money said Customer owes the Company,
  - (7) If a successor to a Customer connected to a main extension constructed under the provision hereinbefore stated refuses to pay the amount allocable to him in addition to the Service Classification rates and charges,
  - (8) If a Customer's piping or appliances are found to be in a dangerous or unsafe condition service may be discontinued without notice.

**RULES AND REGULATIONS****14. INTERRUPTION AND DISCONTINUANCE OF SERVICE  
TO RESIDENTIAL CUSTOMERS****14.1 INTERRUPTION OF SERVICE**

The Company may temporarily interrupt service where necessary to effect repairs or maintenance, to eliminate an imminent threat to life, health, safety, or substantial property damage, or for reasons of local, State or national emergency.

(A) Interruption with Prior Notice

Where the Company knows in advance of the circumstances requiring the service of interruption, prior notice of the cause and expected duration of the interruption shall be given to residential customer and occupants who may be affected.

(B) Interruption without Prior Notice

Where service must be interrupted due to unforeseen circumstances notice of the cause and expected duration of the interruption shall be given as soon as possible, to residential customer and occupants who may be affected.

(C) Notification Procedures

Where residential customers and occupants are to be notified pursuant to this section, the Company take all responsible steps, such as personal contact, phone contact, and use of the mass media, to notify affected residential customers and occupants of the cause and expected duration of the interruption.

(D) Permissible Duration

Service may be interruption for only such periods of time as are necessary to protect the health and safety of the public, to protect property, or to remedy the situation which necessitated the interruption; and service shall be resumed as soon as possible thereafter.

**RULES AND REGULATIONS****14. INTERRUPTION AND DISCONTINUANCE OF SERVICE  
TO RESIDENTIAL CUSTOMERS (continued)****14.2 DISCONTINUANCE OF SERVICE**

The Company may discontinue service without prior written notice under the following circumstances:

(A) Residential Customer's Residence

When a residential customer requests a discontinuance at his or her residence, when the residential customer and members of his or her household are the only occupants.

(B) Other Premises or Dwellings

(1) When a residential customer requests discontinuance: at a dwelling other than his or her residence; or at a single meter multi-family residence, whether or not his or her residence but in either case, only under the following conditions:

(a) The residential customer states in writing that the premises are unoccupied and such statement shall be on a form conspicuously bearing notice that information provided by the residential customer will be relied upon by the Pennsylvania Public Utility Commission in administering a system of uniform service standards for public utilities, and that any false statements are punishable criminally; or

(b) The occupant(s) affected by proposed cessation inform the Company orally or in writing of their consent to the discontinuation.

(2) Where the conditions set forth in subsection (1) of this paragraph have not been met, the residential customer will continue to be responsible for payment of bills until the Company terminates service in accordance with Section 12.6(A) of this tariff (relating to general rule).

**RULES AND REGULATIONS****15. RESTORATION OF SERVICE****15.1 RESTORATION OF SERVICE****(A) Requirements for Residential Reconnection**

When service to a dwelling has been terminated, the Company shall inform the applicant or residential customer where payment can be made to restore service and shall reconnect service after receiving:

- (1) Full payment of any outstanding charges plus a reconnection fee of \$27.00 if the residential customer or applicant has a household income exceeding 300 percent of the Federal Poverty Level or has defaulted on 2 or more payment agreements. If an applicant or residential customer with household income exceeding 300 percent of the Federal Poverty Level experiences a life event the residential customer or applicant shall be permitted a period of not more than 3 months to pay the outstanding balance required for reconnection. For purposes of this paragraph, a life event is a job loss that extended beyond 9 months, a serious illness that extended beyond nine months, or death of the primary wage earner; or
- (2) Full payment over 12 months of any outstanding charges plus a reconnection fee of \$27.00 if the residential customer or applicant has a household income exceeding 150 percent of the Federal Poverty Level but not greater than 300 percent of the Federal Poverty Level; or
- (3) Full payment over 24 months of any outstanding charges plus a reconnection fee of \$27.00 if the residential customer or applicant has a household income not exceeding 150 percent of the Federal Poverty Level; or
- (4) Payment of any outstanding balance or payment of a portion of the outstanding balance if the applicant resided at the premises for which service is being requested during the time that the outstanding balance accrued. The Company may establish that the applicant resided at the premises for which service is requested through the use of mortgage, deed, or lease information or a commercially available credit reporting service or by other methods approved by the Commission.

**(B) Requirements for Non-Residential Reconnection**

When service to a non-residential building has been terminated, the Company shall inform the applicant where payment can be made to restore service and shall reconnect service after receiving full payment of any outstanding charges plus a reconnection fee of \$27.00.

**RULES AND REGULATIONS****15. RESTORATION OF SERVICE (continued)****15.1 RESTORATION OF SERVICE (continued)****(C) Timing of Reconnection**

The Company shall restore service provided that the applicant has met all conditions for the restoration of service, as follows:

- (1) Within 24 hours for erroneous terminations or upon receipt by the Company of a valid medical certification,
- (2) Within 24 hours for termination occurring after November 30 and before April 1,
- (3) Within three days for erroneous terminations requiring street or sidewalk digging,
- (4) Within three days from April 1 to November 30 for proper terminations,
- (5) Within seven days for proper terminations requiring street or sidewalk digging.

**15.2 PERSONNEL AVAILABLE TO RESTORE SERVICE**

The Company shall have adequate personnel available between 9 a.m. and 5 p.m. on each working day, or for a commensurate period of eight consecutive hours, to restore service when required under this Section.

**RULES AND REGULATIONS****16. DISPUTES; TERMINATION DISPUTES; INFORMAL AND  
FORMAL COMPLAINTS FOR RESIDENTIAL CUSTOMERS****16.1 GENERAL PROVISIONS****(A) Dispute Procedures**

Any notice of dispute, including termination disputes, shall proceed in the first instance, according to the provisions set forth in this section.

- (1) If, at any time prior to the actual termination of service, a residential customer advises the Company that he or she disputes any matter covered by this Section, including but not limited to credit determinations, deposit requirements, the accuracy of Company metering or billing, or the proper party to be charged, the Company shall attempt to resolve the dispute in accordance with 16.2(A) of this Section (relating to general rule).

- (2) **Termination Stayed**

Except as otherwise provided in this Section, where a termination dispute or complaint has been properly filed in accordance with the provisions of this section (relating to disputes: termination disputes: informal and formal complaints), termination shall be prohibited until resolution of the dispute or complaint.

**(B) Time For Filing a Termination Dispute**

To be timely filed, a termination dispute must be filed prior to actual termination of service.

**(C) Effect of Failure to Timely File a Termination Dispute**

Failure to timely file a notice of dispute, except for good cause, shall constitute a waiver of any applicable rights to retain service without complying with the Company's termination notice or conference report and may constitute a waiver of any rights to file an informal complaint in accordance with this Section.

**RULES AND REGULATIONS****16. DISPUTES: TERMINATION DISPUTES: INFORMAL AND  
FORMAL COMPLAINTS FOR RESIDENTIAL CUSTOMERS (continued)****16.2 COMPANY DISPUTE PROCEDURES****(A) General Rule**

Upon initiation of a dispute covered by this section, the Company shall:

- (1) Not issue a termination notice based on the disputed subject-matter;
- (2) Investigate the matter using methods reasonable under the circumstances, which may include telephone or personal conferences or both with the residential customer or occupant;
- (3) Make a diligent attempt to negotiate a reasonable payment agreement if the residential customer or occupant claims a temporary inability to pay an undisputed bill. Factors which shall be considered in the negotiation of any payment agreement shall include, but not be limited to, the size of the unpaid balance, the residential customer's ability to pay, the residential customer's payment history and the length of time over which the bill accumulated;
- (4) Provide the residential customer or occupant with the information necessary for an informed judgment, including but not limited to relevant portions of tariffs, statements of account, and results of meter tests; and
- (5) Within 30 days of the initiation of the dispute, issue its report to the complaining party. Such reports shall be in writing and shall be sent to the complaining party, if requested, or if the Company deems it necessary.



**RIDER A - GAS COST RATE****(A) Provision for Gas Cost Rate**

The gas cost rate shall be applied to each Ccf (100 cubic feet) of gas supplied under Service Classification Nos. 1 and 2 of this Tariff.

**(B) Computation and Application of Gas Cost Rate**

The gas cost rate shall be computed to the nearest one-thousandth cent (0.001¢) in accordance with the formula set forth below:

$$\text{GCR} = [(C-E) / S-B] \times [1 / (1-T)] \times 10$$

Each gas cost rate so computed shall be applied to customers' bills for a one (1) year period during the billing periods of September through August provided, however, that such rate may be revised on an interim basis subject to the approval of the Pennsylvania Public Utility Commission upon determination that the effective rate will result in material over or under collections if not revised. Such interim change shall become effective thirty (30) days from the date of filing unless otherwise denied or modified by the Commission.

**(C) DEFINITIONS**

"GCR"--gas cost rate determined to the nearest one-thousandth cent (0.001¢) to be applied to each Ccf of gas supplied under Service Classification Nos. 1 and 2 of this Tariff.

"C"--a number of dollars, determined as follows: (a) for all types of purchased gas, project the cost for each purchase (adjust for net current gas stored) for the computation year plus (b) the arithmetical sum of (1) the projected book value of noncurrent gas at the beginning of the computation year minus (2) the projected book value of noncurrent gas at the end of the computation year.

"E"--experienced net over collection or under collection of the cost of purchased gas as of the end of the twelve (12) month period ending with the June billing period, including interest.

Interest shall be computed monthly at the appropriate rate as provided for in Section 308(e) of the Public Utility Law from the month the over or under collection occurs to the effective month such over collection is refunded or such under collection is recouped. Customers shall not be liable for interest on net under collections.

Additionally, supplier refunds received prior to the end of the August billing period will be included in the calculation of "E" with interest added at the annual rate of six percentum (6%) calculated in accordance with the foregoing procedure beginning with the month such refund is received by the Company.

**RIDER A - GAS COST RATE**  
(continued)**(C) DEFINITIONS (continued)**

"S"--projected Mcf of gas to be billed to customers during the computation year.

"B"--base cost of purchased gas of \$4.800 per Mcf. The base cost is the portion of purchased gas costs included in the base rate charges of Service Classification Nos. 1 and 2 of this Tariff.

The base cost shall be adjusted at the time of annual gas cost rate filing to include at least ninety percent (90%) of the Company's experienced gas rates in effect as of the end of the June billing period, plus such portion of the projected gas purchase costs as the Commission shall permit.

"T"--the State gross receipts tax rate, expressed as a decimal. For computation of the gas cost rate, the tax rate shall be the one in effect during the gas cost rate's application period.

"Purchased Gas"--the volume of gas purchased by the Company that is delivered to the Company's customers, plus such portion of the company-used and unaccounted-for gas as the Commission permits, including, but not limited to, natural gas, liquefied natural gas, synthetic gas, liquefied propane and naptha.

"Computation year"--the fiscal period from September through August of each year.

**(D) Adjustment to Base Rates**

Whenever a change is made in the level of the base cost, a corresponding adjustment shall be made to the base rates of applicable rate schedules plus that portion, if any, of the State gross receipts tax, expressed as a decimal, recovered through base rates.

**(E) Filing with Pennsylvania Public Utility Commission; Audit; Rectification**

The filing of the Company's preliminary annual gas cost rate effective during the billing periods of September through August shall be submitted to the Commission by July 3 of each year, 60 days prior to the September 1 effective date. The filing of the Company's final filing, together with revisions to data in the preliminary filing, shall be submitted to the Commission by August 2 of each year, 30 days prior to the September 1 effective date.

**RIDER A - GAS COST RATE**  
(continued)**(E) Filing with Pennsylvania Public Utility Commission; Audit; Rectification**  
(continued)

The application of the gas cost rate shall be subject to continuous review and to audit by the Commission at such intervals as the Commission shall determine. The Commission shall continuously review the reasonableness and lawfulness of the amounts of the charges produced by the gas cost rate and the charges included herein.

If, from such audit it shall be determined by final order entered after notice and hearing, that this clause has been erroneously or improperly utilized, the Company will rectify such error and impropriety, and in accordance with the terms of the order, apply credits against future gas cost rates for such revenues as shall have been erroneously or improperly collected. The Commission's order shall be subject to the Right of Appeal.

**(F) Reporting Requirements**

The Company shall file quarterly reports within thirty (30) days following the conclusion of each computation year quarter. These reports will be in such form as the Commission shall have prescribed.

The third quarterly report shall be accompanied by a tentative estimate of the gas cost rate for the next computation year.

**(G) Exclusion from Other Charges**

Amounts billed for the gas cost rate shall not be subject to the gross receipts tax and state tax adjustment surcharges set forth elsewhere in this Tariff.

**RIDER B**Construction Surcharge (New Franchise build out)

In order to assist in the new franchise build out, the Company will be permitted to assess customers a construction surcharge that reflects the saving of the current customer fuel usage compared to use of natural gas. The surcharge will be effective for each customer for a period, no longer than seven years. The surcharge amounts by Customer class are as follows:

SC 1 Residential	30.00 ¢ per Ccf
SC 2 Commercial	30.00 ¢ per Ccf
SC 3 Commercial	30.00 ¢ per Ccf
SC 4 Transportation	30.00 ¢ per Ccf

In addition to the charges provided in this tariff and/or the Income Tax Adjustment, a surcharge of 0.06% will be charged for all service rendered on and after the effective date of this leaf.

State Tax Adjustment Surcharge

The State Tax Adjustment Surcharge will be recomputed using the elements prescribed by the Commission whenever the Company experiences a material change in any of the taxes used in calculation of the surcharge. Such recalculation will be submitted to the Commission within 10 days after the occurrence of the event which occasions such recomputation. If the recomputed surcharge is less than the one in effect the utility will, or if the recomputed surcharge is more than the one in effect the utility may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge. The effective date of such tariff or supplement shall be ten days after filing. Any charges or credits in the surcharge shall be rolled into base rates in the Company's next base rate proceeding.

**SERVICE CLASSIFICATION NO. 1****APPLICABLE TO USE OF SERVICE FOR:**

Residential Service and Residential Space Heating Service.

**RATE - FIVE PART - MONTHLY:**

- (1) Service Charge \$20.00
- (2) Commodity Charge  
All Ccf @ 113.00¢ per Ccf
- (3) Gas Cost Rate  
All sales made hereunder shall be subject to the Gas Cost Rate as explained in Rider A of this tariff.
- (4) Construction Surcharge  
All sales made hereunder shall be subject to the Construction Surcharge as explained in Rider B of this tariff
- (5) State Tax Adjustment Surcharge  
The State Tax Adjustment Surcharge included in this Tariff is applied to charges under this rate except for charges made under the Gas Cost Rate.

**MINIMUM CHARGE EACH CONTRACT EACH LOCATION:**

Not less than \$20.00 net per month during which service is furnished to a Customer at each location.

**TERMS OF PAYMENT:**

Bills are due and payable on or before twenty days from the date the bill is mailed to the Customer. If the bill is not paid within twenty days, service may be discontinued after suitable written notice as outlined in the Rules and Regulations.

**TERM:**

Terminable at any time unless a specified period is required under a main extension agreement.

**SPECIAL PROVISIONS:****Budget Billing Plan:**

Any customer taking service hereunder may, upon request, be billed monthly in accordance with the budget billing plan provided for in Section 9.8 of the Rules and Regulations.

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Issued Under Authority of Order of PUC Dated September 27, 2012, in Case No. A-2011-2275595  
Issued by Michael German, President & C.E.O.

Issued: January 31, 2013

Effective: February 1, 2013

**SERVICE CLASSIFICATION NO. 2****APPLICABLE TO USE OF SERVICE FOR:**

General Service and Non-Residential Space Heating Service.

**RATE - FIVE PART - MONTHLY:**

- (1) Service Charge \$20.00
- (2) Commodity Charge  
All Ccf @ 113.00¢ per Ccf
- (3) Gas Cost Rate  
All sales made hereunder shall be subject to the Gas Cost Rate as explained in Rider A of this tariff.
- (4) Construction Surcharge  
All sales made hereunder shall be subject to the Construction Surcharge as explained in Rider B of this tariff
- (5) State Tax Adjustment Surcharge  
The State Tax Adjustment Surcharge included in this tariff is applied to charges under this rate except for charges made under the Gas Cost Rate.

**MINIMUM CHARGE EACH CONTRACT EACH LOCATION:**

Not less than \$20.00 net per month during which service is furnished to a Customer at each location.

**TERMS OF PAYMENT:**

Bills are due and payable on or before fifteen days from the date the bill is mailed to the Customer. If the bill is not paid within fifteen days, service may be discontinued after suitable written notice as outlined in the Rules and Regulations.

**TERM:**

Terminable at any time unless a specified period is required under a main extension agreement.

**SPECIAL PROVISIONS:****Budget Billing Plan:**

Any customer who takes service hereunder may, upon request, be billed monthly in accordance with the budget billing plan provided for in Section 9.8 of the Rules and Regulations.

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Issued Under Authority of Order of PUC Dated September 27, 2012, in Case No. A-2011-2275595  
Issued by Michael German, President & C.E.O.

Issued: January 31, 2013

Effective: February 1, 2013

**SERVICE CLASSIFICATION NO. 3****APPLICABLE TO USE OF SERVICE FOR:**

Transportation customers under 400 Mcf monthly

**RATE - FIVE PART - MONTHLY:**

- (1) Service Charge \$300.00.
- (2) Commodity Charge  
All Ccf @103.00¢ per Ccf
- (3) Gas Cost Rate  
All sales made hereunder shall be subject to the Gas Cost Rate as explained in Rider A of this tariff.
- (4) Construction Surcharge  
All sales made hereunder shall be subject to the Construction Surcharge as explained in Rider B of this tariff.
- (5) State Tax Adjustment Surcharge  
The State Tax Adjustment Surcharge included in this tariff is applied to charges under this rate except for charges made under the Gas Cost Rate.

**MINIMUM CHARGE EACH CONTRACT EACH LOCATION:**

Not less than \$300.00 net per month during which service is furnished to a Customer at each location.

**TERMS OF PAYMENT:**

Bills are due and payable on or before fifteen days from the date the bill is mailed to the Customer. If the bill is not paid within fifteen days, service may be discontinued after suitable written notice as outlined in the Rules and Regulations.

**TERM:**

Terminable at any time unless a specified period is required under a main extension agreement.

**SERVICE CLASSIFICATION NO. 4****APPLICABLE TO USE OF SERVICE FOR:**

Transportation customers acquiring its own gas supply

**RATE - FIVE PART - MONTHLY:**

(1) Service Charge \$300.00.

(2) Commodity Charge

All Ccf @550.00¢ per Ccf

(3) Construction Surcharge

All sales made hereunder shall be subject to the Construction Surcharge as explained in Rider B of this tariff

(4) State Tax Adjustment Surcharge

The State Tax Adjustment Surcharge included in this tariff is applied to charges under this rate except for charges made under the Gas Cost Rate.

**MINIMUM CHARGE EACH CONTRACT EACH LOCATION:**

Not less than \$300.00 net per month during which service is furnished to a Customer at each location.

**TERMS OF PAYMENT:**

Bills are due and payable on or before fifteen days from the date the bill is mailed to the Customer. If the bill is not paid within fifteen days, service may be discontinued after suitable written notice as outlined in the Rules and Regulations.

**TERM:**

Terminable at any time unless a specified period is required under a main extension agreement.



**COMPETITIVE ENERGY RATE (“CER”)****AVAILABILITY**

This Rate Schedule CER - Competitive Energy Rate is a firm service available in the Company's sole discretion to residential, commercial, and industrial ratepayers who would not request service from the Company but for the availability of service under this rate and whose competitive options are not solely limited to other NGDCs.

**RULES AND DELIVERY TERMS**

Any qualified ratepayer taking service under this Rate Schedule shall do so by agreement.

The agreement shall set forth the percentage of consumption to be made available under this rate schedule. Volumes taken by the ratepayer in excess of the percentage specific on this contract shall be billed at applicable retail rates.

The magnitude of service hereunder shall not exceed that service replaced or subject to replacement.

The rate will be negotiated between the ratepayer and the Company and may be subject to periodic redetermination. The negotiated rate shall be no lower than the Company's commodity cost of gas, as determined from the Company's Rider A gas cost calculation.

**SURCHARGES**

All applicable riders to this tariff.

**LATE-PAYMENT CHARGE**

A late-payment charge of 2 percent per month for industrial ratepayers and 1.50 percent for commercial ratepayers will be made for failure to make payment in full, for all charges billed by the Company, by the due date shown on the bill. A late-payment charge of 1.50 percent per month for residential ratepayers will be made for failure to make payment in full within five days after the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.



EMERGENCY RESPONSE PLAN

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## **EMERGENCY RESPONSE PLAN**

### **I. Purpose**

Leatherstocking Natural Gas Inc. (hereafter referred to as the "Company") operates natural gas pipelines throughout northeastern Pennsylvania. As a concerned and conscientious operator, it is the desire of the company to provide the highest level of safety possible to the employees, neighbors, and the general public in regards to their facilities. This Emergency Response Manual outlines the policies and procedures to be followed by company representatives prior to, during, and after an incident involving their facilities, in compliance with all pertinent Public Utility Commission codes.

### **II. Scope**

*This manual presents procedures for the following emergency response activities:*

1. Receiving, identifying, and classifying notices of events which require immediate response by Leatherstocking Natural Gas.
2. Establishing and maintaining adequate means of communication with appropriate fire, police, and other local officials.
3. Prompt and effective response to a notice of certain types of emergencies.
4. The availability of personnel, equipment, tools, and materials as needed at the scene of an emergency.
5. Actions directed toward protecting people first and then property.
6. Emergency shutdown and pressure reduction in any section of the pipeline as required to minimize hazards to life and property.
7. Make Safe directive.
8. Notification of fire / police / public officials.
9. Restoration of gas flow.
10. Incident documentation and investigation.
11. Prompt notification to the Pennsylvania Public Utility Commission

### **III. Plans and Procedures**

#### **A. Notice of Event**

A 24-hour emergency phone number shall be provided to our local emergency dispatch center in addition to the number being displayed on all pipeline markers. Once notified of a situation, the Company's designated emergency response person shall determine the appropriate response based upon the information provided. This number is 1-800-834-2134.

**EMERGENCY RESPONSE PLAN**

**B. Coordination with Local Authorities**

The Company shall contact local emergency dispatch centers, fire and police departments, and Municipal personnel each January and immediately whenever a contact change occurs to establish and maintain an adequate means of communications.

Information which shall be provided by the Company includes:

1. Primary emergency phone number to be called in the event of an emergency involving a Company facility.
2. Secondary contacts and phone numbers.
3. Company address.
4. Primary contact name.
5. Business phone number.

Information which shall be obtained by the Company includes:

1. Emergency dispatch number(s).
2. Names, addresses, and phone numbers of local fire and police department contacts.
3. Contact information for Municipal personnel.

The designated Company emergency response person shall be provided with a cell phone and appropriate phone numbers of local fire, police, and other public officials to maintain a clear line of communication during an incident.

**C. Specific Situations**

The Company shall respond in a prompt and effective manner with a qualified person to a notice of each type of emergency, including the following:

1. Gas detected inside or near a building.
2. Fire located near or directly involving a pipeline.
3. Explosion occurring near or directly involving a pipeline facility.
4. Natural disaster.

**EMERGENCY RESPONSE PLAN**

**D. Emergency Levels**

Level 1	Level 2	Level 3
Gas related fire/explosion causing: Damage greater than \$50,000; or injury/death that may cause media or government inquiry.	Gas related fire/explosion causing: Damage less than \$50,000; or evacuation of buildings that may cause media or government inquiry.	Non gas related explosion/fire affecting Leatherstocking's gas facilities.

Anytime the media covers an actual or perceived gas-related event, even after a reportable or non-reportable event, the Pennsylvania Public Utility Commission shall be immediately notified.

**E. Response**

The Company will have at least one designated qualified person available to respond to an emergency at any time. He / she will be either working or residing in the general area so that a response may be made after notification of an event. The response person will be equipped with a CGI and authorized to make safe a potentially hazardous situation.

**F. Procedure for Gas Leak Calls and Emergencies**

During Business Hours 7 a.m. to 4 p.m.

1. Call comes in to Leatherstocking Natural Gas switchboard from customer, contractor, or other concerned party regarding a gas emergency.
2. Call is then transferred to the Company Dispatcher during regular daytime hours. Dispatch has a list of available company personnel who will be able to respond to the emergency, and will then notify the employee nearest the emergency site to respond to the emergency.
3. If Dispatch is not available, the switchboard operators dispatch emergency personnel from a list of gas company employees they have at their desks. After dispatching these employees, the switchboard operators then notify Dispatch directly or by voice mail and explain the details of the emergency and who has been assigned to go on the call.
4. It is these initial responding personnel that will supply the information to the on-duty supervisor in order to classify the seriousness of the emergency utilizing the Emergency Levels indicated in paragraph D.

**EMERGENCY RESPONSE PLAN**

After Business Hours 4.p.m. to 7 a.m.

1. Call comes in to Leatherstocking Natural Gas line and is answered by the call center.
2. Call center then notifies the on-call Company employee regarding the gas emergency. The person on call has previously taken home a company vehicle equipped with the tools necessary to conduct a gas leak investigation, so he is able to respond to the emergency directly from his home.
3. *If the employee feels that the situation requires further assistance, the employee then calls the on-duty supervisor and discusses which steps would be appropriate to be taken next.*

On Duty Supervisors include:

1. Matt Cook 607-542-0034

**G. Priorities**

All actions by the Company and the public emergency response agencies shall be directed toward providing for the protection of people first and then property.

**H. Make Safe**

1. Small leaks that may occur at a valve or flange are to be evaluated for potential danger and appropriate action taken.
2. Situations resulting in the release of gas should be addressed in the following manner:
3. Make safe the immediate area by evacuating all people.
4. Coordinate with fire and police to maintain scene evacuation. Contact via cell phone if not already on scene.
5. Investigate and document cause.
6. Notify appropriate Pennsylvania Public Utility Commission personnel as required.

**EMERGENCY RESPONSE PLAN**

**I. Specific Situations – Instructions**

**Gas detected inside or near a building**

1. Evacuate the premises.
2. *Eliminate any source or potential source of ignition.*
3. Notify the Fire Department.
4. Using a Combustible Gas Indicator or HFI to determine the source of the gas.
5. Investigate and document cause.
6. Notify the appropriate personnel at the Pennsylvania Public Utility Commission as required.

**Fire located near a pipeline, but not involving natural gas**

Monitor the situation for possible impact on below-ground facilities

**Fire directly involving a pipeline**

1. Coordinate with fire and police to maintain scene evacuation. (Contact via cell phone if not already on scene.)
2. Take appropriate emergency action.
3. Investigate and document cause.
4. Notify the appropriate personnel at the Pennsylvania Public Utility Commission as required.

**Explosion occurring near or directly involving a pipeline facility**

1. Evacuate the area.
2. Coordinate with fire and police to maintain scene evacuation. (Contact via Cellular phone if not already on scene.)
3. Take appropriate emergency action.
4. Investigate and document cause.
5. Notify the appropriate personnel at the Pennsylvania Public Utility Commission as required.

**Natural disaster**

1. Evaluate the situation to determine impact or possible impact upon the pipeline.
2. Survey ROW for possible damage or leaks.
3. Coordinate with local emergency management officials.

**EMERGENCY RESPONSE PLAN**

**J. Fire / Police Notification Procedures**

Appropriate Fire and/or Police agencies should be notified in any situation where a large release of gas is planned to be made or is in process either with or without a flare.

**K. Incident Investigation and Documentation**

All incidents where the Company gas facilities may be involved will be immediately reported, pursuant to 52 Pa. Code § 65.2, to the Pennsylvania Public Utility Commission which cause injury or death to any person or damage to property, or could cause concern because of coverage by news media.

**IV. Annual Training / Information Exchange**

Annual coordination / training meetings shall be offered to local police and fire departments that have jurisdiction for the geographical areas of operation by the Company.

When meetings are scheduled, local Municipal Highway Department officials should also be invited.

Information to be presented should include:

1. Basic properties of Natural Gas.
2. Facilities and equipment owned by the company.
3. Situations which constitute an emergency situation.
4. Recommended procedures to be followed in an emergency situation including what not to do.
5. Coordination with Company personnel during an emergency incident.
6. General location maps showing the location of pipelines owned by the Company (Due to concerns regarding terrorist activity, detailed maps should not be provided to the general public).

A record of what organizations were invited, who attended, and what information was presented should be kept by the Company for a period of 5 years.



**EMERGENCY RESPONSE PLAN**

**COMPANY EMERGENCY CONTACT INFORMATION**

Mr. Mike German President & CEO	Office: 607-936-3755 x239
Mr. Matt Cook VP of Operations	Office 607-936-3755 x206 Cell 607-542-0034 Home 607-748-7488
Mr. Russ Miller VP of Administration	Office: 607-936-3755 x280 Cell: 607-377-2629
Unknown Gas Construction Manager	TBD

Leatherstocking Gas Company, LLC

**EMERGENCY RESPONSE PLAN**

PA PUBLIC UTILITY COMMISSION

**EMERGENCY NOTIFICATION CALL LIST**

**To Be Supplied by  
February 8, 2013**

**EMERGENCY RESPONSE PLAN**

**Media Contact Information**

Media Type	Station/Newspaper	Contact Person	Telephone Number	After hours Contact #	Email Contact	Facsimile

**EMERGENCY RESPONSE PLAN**

Form UCTA-8

**PENNSYLVANIA PUBLIC UTILITY COMMISSION  
ACCIDENT REPORT FORM  
"D"**

**TO: SECRETARY  
PUBLIC UTILITY COMMISSION  
2<sup>nd</sup> Floor, Commonwealth Keystone Building  
P. O. Box 3265  
Harrisburg, PA 17105-3265**

\_\_\_\_\_  
**Utility Company**

*Date of Accident* \_\_\_\_\_ *Date of Report* \_\_\_\_\_

*Location Where Accident Occurred* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***FATALITY/OCCURRENCE OF AN UNUSUAL NATURE***

(These events require immediate telephone notification to the PUC's emergency cell phones @ 717-773-7377, 773-7380 or 773-7379)

\_\_\_\_\_  
(Name) (Age) (Residence) (Emp., Tres., Other, patron or Consumer)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***INJURED***

\_\_\_\_\_  
(Name) (Age) (Residence) (Emp., Tres., Other, patron or Consumer)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***CAUSES OF AND CIRCUMSTANCES ATTENDING ACCIDENT***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***(SIGNED)*** \_\_\_\_\_  
(Name) (Title of Reporting Officer)

(Telephone Number) \_\_\_\_\_

NOTE: Classify fatalities or injured persons as EMPLOYEE, TRESPASSER, OTHER, PATRON or CONSUMER.

cc: Bureau of Fixed Utility Services

(Attach additional 8 1/2 x 11 paper if needed.)

Leatherstocking Gas Company, LLC

**EMERGENCY RESPONSE PLAN**

**Emergency Responder Contact List**

**To Be Supplied by  
February 8, 2013**

**CERTIFICATE OF SERVICE**


I hereby certify that I have this day served a true and correct copy of the foregoing document upon the persons and in the manner indicated:

**VIA FIRST CLASS MAIL**

Office of Consumer Advocate  
555 Walnut Street, 5<sup>th</sup> Floor  
Forum Place  
Harrisburg, PA 17101-1923

Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Bureau of Investigation and Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
2nd Floor, F-West  
PO Box 3265  
Harrisburg, PA 17105-3265

  
Thomas J. Sniscak

Dated: January 31, 2013

RECEIVED  
2013 JAN 31 PM 4:11  
PA PUC  
SECRETARY'S BUREAU