

## Peters, Matthew (City Council)

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**From:** Ramos, Odette (City Council)  
**Sent:** Wednesday, July 12, 2023 6:56 PM  
**To:** McCray, Danielle (City Council); Porter, Phylcia R.L. (City Council); Torrence, James (City Council); Conway, Mark (City Council); Cohen, Zeke (City Council); Costello, Eric (City Council); Stokes, Robert (City Council); Peters, Matthew (City Council); Hochstetler, Jeff (Law Dept); Johnson, Corren (DOT); Williams, Justin (Mayor's Office); Robinson, Alan  
**Cc:** Ramos, Odette (City Council)  
**Subject:** FW: BGE Gas Regulator Work and Recent Disruption  
**Attachments:** BGE Gas Tariff.pdf; COMAR 20.55.03.01.pdf; COMAR 20.31.02.02.pdf

Attached are the relevant regulatory documents that were sent to me by Danielle Gooden.

Odette

## Odette Ramos

Baltimore City Councilwoman  
District 14  
Office: 410-396-4814  
Mobile: 443-801-8137  
[Odette.ramos@baltimorecity.gov](mailto:Odette.ramos@baltimorecity.gov)  
[www.odetteramos.com](http://www.odetteramos.com)

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**From:** Gooden, Danielle Laurenceau:(BGE) <Danielle.Gooden@bge.com>  
**Sent:** Wednesday, July 5, 2023 12:13 PM  
**To:** Ramos, Odette (City Council) <Odette.Ramos@baltimorecity.gov>  
**Subject:** RE: BGE Gas Regulator Work and Recent Disruption

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Good afternoon Councilwoman,

Hoping you had a great and safe Fourth! Please see the information below and attached.

- BGE has the right to access private property of our gas customers to deal with BGE equipment. That right comes from several provisions in the Gas Service Tariff, which is approved by the Maryland Public Service Commission. The applicable provisions of the Gas Service Tariff (the contract between BGE as the gas utility and the customer who is seeking gas service) are as follows:
  - **Part 2 (Terms and Conditions) Section 5 (Company's Installation) Subsection 5.1 (Service Equipment Furnished by the Company):** The Company also furnishes, installs and maintains . . .  
. (d) one or more pressure regulators where they are deemed by the Company to be necessary.

- **Part 2 (Terms and Conditions) Section 2 (Conditions of Supply) Subsection 2.4(a) (Refusal or Discontinuance of Supply for Cause)**: The Company may refuse or discontinue service and remove its property without being liable to the Customer . . . , for any of the following reasons: (a) Customer’s failure to comply with any of the provisions of the contract, or any applicable regulations of the Commission, or any of the Company’s applicable rules or practices currently in effect.
- **Part 2 (Terms and Conditions) Section 2 (Conditions of Supply) Subsection 2.4(f) (Refusal or Discontinuance of Supply for Cause)**: The Company may refuse or discontinue service and remove its property without being liable to the Customer . . . , for any of the following reasons: (f) Customer’s failure to permit Company or its agents reasonable access to its equipment located on or in the customer’s premises.
- **Part 2 (Terms and Conditions) Section 5 (Company’s Installation) Subsection 5.4 (Access to Company’s Equipment)**: Permission is given the Company to enter the Customer's premises at all reasonable times, for the purpose of reading its meters, and operating, inspecting, modifying and keeping in repair or removing any or all of its apparatus used in connection with the supply of gas.
- **Part 2 (Terms and Conditions) Section 4 (Customer’s Installation) Subsection 4.5 (Access to Customer’s Equipment)**: Permission is given the Company to enter the Customer's premises at all reasonable times, for the purpose of service test, and for such purpose the Customer authorizes and requests his landlord, if any, to permit the Company to enter said premises .

A copy of the Gas Service Tariff (which is also on the BGE.com website) is attached (applicable portions are highlighted).

- Code of Maryland Regulations (COMAR) also provides BGE the authority to have a gas service tariff on file with the Maryland Public Service Commission and gives BGE the authority to terminate a customer’s gas service if they fail to follow the terms of BGE’s gas service tariff, including BGE’s rules and practices referenced therein, or failure to grant BGE access to the property:
- COMAR Section 20.55.03.01(B) states that “Each utility shall file with the Commission a copy of its tariff which shall include: . . .B. Rules. The utility’s rules, or terms and conditions, describing the utility’s policies in rendering service.”
- COMAR Section 20.31.02.02 provides that a utility may terminate service for a customer’s violation of or noncompliance with the utility’s tariff and rules on file with the Commission, for failure of the customer to fulfill their contractual obligations for service, and for failure to permit the utility access to its equipment located on or in the customer’s premises.

A copy of those COMAR provisions is attached (applicable portions are highlighted).

Best,

*Danielle*

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**From:** Ramos, Odette (City Council) <[Odette.Ramos@baltimorecity.gov](mailto:Odette.Ramos@baltimorecity.gov)>

**Sent:** Thursday, June 29, 2023 9:49 PM

**To:** Gooden, Danielle Laurenceau:(BGE) <[Danielle.Gooden@bge.com](mailto:Danielle.Gooden@bge.com)>

**Subject:** Re: BGE Gas Regulator Work and Recent Disruption

Also I saw this in your initial email. That BGE customers are required to provide access to BGE. Required by which government entity? And can I have the documentation from that entity that gives BGE permission to go onto private property?

Last, who is responsible for maintenance of the regulator, the customer or BGE? Will BGE have like a smart meter on this to determine if it's working properly and inform the resident?

Thanks

Odette

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**From:** Ramos, Odette (City Council) <[Odette.Ramos@baltimorecity.gov](mailto:Odette.Ramos@baltimorecity.gov)>

**Sent:** Thursday, June 29, 2023 9:41:48 PM

**To:** Gooden, Danielle Laurenceau:(BGE) <[Danielle.Gooden@bge.com](mailto:Danielle.Gooden@bge.com)>

**Subject:** Re: BGE Gas Regulator Work and Recent Disruption

Yes please I'd like a copy of that agreement and highlighted where it says this is allowed.

Thanks

Odette

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**From:** Gooden, Danielle Laurenceau:(BGE) <[Danielle.Gooden@bge.com](mailto:Danielle.Gooden@bge.com)>

**Sent:** Thursday, June 29, 2023 9:30:41 PM

**To:** Ramos, Odette (City Council) <[Odette.Ramos@baltimorecity.gov](mailto:Odette.Ramos@baltimorecity.gov)>

**Subject:** RE: BGE Gas Regulator Work and Recent Disruption

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Hi Odette,

The work is permitted under our franchise agreement to do pipe work throughout the city. I can ask for more details tomorrow if you wish.

Best,

*Danielle*

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**From:** Ramos, Odette (City Council) <[Odette.Ramos@baltimorecity.gov](mailto:Odette.Ramos@baltimorecity.gov)>  
**Sent:** Thursday, June 29, 2023 8:10 PM  
**To:** Gooden, Danielle Laurenceau:(BGE) <[Danielle.Gooden@bge.com](mailto:Danielle.Gooden@bge.com)>  
**Subject:** Re: BGE Gas Regulator Work and Recent Disruption

Hi Danielle. Who granted BGE the permit to install the gas regulators?

Thanks

Odette

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**From:** Gooden, Danielle Laurenceau:(BGE) <[Danielle.Gooden@bge.com](mailto:Danielle.Gooden@bge.com)>  
**Sent:** Thursday, June 29, 2023 8:01:11 PM  
**To:** City Council Members <[CityCouncilMembers@baltimorecity.gov](mailto:CityCouncilMembers@baltimorecity.gov)>; Mosby, Nick (City Council) <[Nick.Mosby@baltimorecity.gov](mailto:Nick.Mosby@baltimorecity.gov)>  
**Cc:** Spear, William V:(BGE) <[Trey.Spear@bge.com](mailto:Trey.Spear@bge.com)>  
**Subject:** BGE Gas Regulator Work and Recent Disruption

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Good evening,

Happy Thursday!

Yesterday, the Baltimore City Court granted the Plaintiffs' (a group of city residents) request for a Temporary Restraining Order (TRO) and issued a ten (10) day order that prohibits BGE from installing external regulators and from terminating gas service of customers who object to the installation of our external regulators. BGE will comply with the Court's decision and will not continue any installation of external gas regulators until further direction from the Maryland Public Service Commission.

We continue to believe that this work is in the best interest of our customers' and communities' safety. As a reminder, this important work has been reviewed and approved by the Maryland Public Service Commission, was granted a permit, and is in accordance with applicable laws, regulations, and BGE standards.

We will keep you informed about developments related to this matter and will send you an update after the court hearing on July 10<sup>th</sup>.

**Please reach out to Trey and I with best available dates to brief you further on the BGE regulator work.**  
Thank you, as always.

Best,

Danielle

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**From:** Gooden, Danielle Laurenceau:(BGE)  
**Sent:** Friday, June 23, 2023 4:29 PM  
**To:** City Council Members <[CityCouncilMembers@baltimorecity.gov](mailto:CityCouncilMembers@baltimorecity.gov)>; Mosby, Nick (City Council) <[Nick.Mosby@baltimorecity.gov](mailto:Nick.Mosby@baltimorecity.gov)>  
**Cc:** Spear, William V:(BGE) <[Trey.Spear@bge.com](mailto:Trey.Spear@bge.com)>; Gooden, Danielle Laurenceau:(BGE) <[Danielle.Gooden@bge.com](mailto:Danielle.Gooden@bge.com)>  
**Subject:** BGE Gas Regulator Work and Recent Disruption

Good afternoon Honorable President & Councilmembers,

As you may have learned, yesterday, scheduled gas work in Federal Hill was interrupted by a small group of protesters who do not want gas regulators placed on the exterior of their properties despite this being the safest way to deliver gas service.

Unfortunately, the protesting residents interfered with BGE scheduled work by purposefully entering an active work site. This action put our contractors at risk of injury. Our crews were able to safely stop work and allow the proper authorities to intervene. Baltimore City Police gave the individuals ample time to disperse, but three residents refused to follow their orders and were then arrested.

There is some misinformation being shared and threats of lawsuit. We have provided information to the media regarding the outdoor regulator installation and will continue to educate our customers about this important work.

We are also aware that this work can be intrusive and requires our customers to accept a new piece of infrastructure on their property. We have an outreach process so that they can understand why the work is necessary and how they can mitigate any aesthetic concerns they've shared. BGE has held, and attended, numerous community meetings, open houses, one-on-one, and customers calls to discuss and answer concerns surrounding the new regulator installations.

Though, I have shared the regulator project with you all in addition to the list of projects in each district, we want to ensure that you have the facts regarding the specific work taking place.

1. Throughout our service area we are modernizing the gas system by replacing low-pressure gas infrastructure with a higher-pressure system that will provide more reliable and resilient natural gas service to residents.
2. These upgrades require the installation of outdoor regulators to maintain a safe level of pressure between the gas system and customer homes and appliances.
3. Externally placed regulators are safer than internal regulators. During an unintended gas release, gas will vent directly into the atmosphere as opposed to building up inside a structure where it is susceptible to ignition. External regulators are also readily accessible to first responders and BGE personnel in the event of a gas emergency.
4. Our customers are required to provide us with unobstructed access to our equipment and comply with our rules and practices for providing gas service under the terms of [BGE's Gas Service Tariff](#). This includes all piping up to and including the gas meter.

5. Customers are notified in advance that their service would be disconnected if they declined to have the new regulator installed.
6. Any action to deny access to our equipment or failure to comply with BGE's requirements for us to safely provide gas service will start a service disconnection process per the Gas Service Tariff. Our desired approach is to avoid service interruptions, but in some situations, it is necessary to maintain the integrity of our systems.

BGE will continue our work to enhance the safety and reliability of our natural gas distribution system. This work is reviewed and approved by the Maryland Public Service Commission, is in accordance with applicable regulations and standards, and is communicated to our customers and impacted property owners multiple times through a variety of channels.

I know that you and your staff may have had an increase in questions around the regulator work. The goal of this work is to provide customers with natural gas in the safest and most reliable manner possible.

Please continue to share with your constituents to contact BGE Operation Pipeline at **410-470-7700** or [operationpipeline@bge.com](mailto:operationpipeline@bge.com) with any questions or concerns. Include the address and reference the project name (**from their mailed letter**) in the message. You can learn more about the process and FAQs by visiting [www.BGE.com/OperationPipeline](http://www.BGE.com/OperationPipeline).

### **BGE Operation Pipeline (BOP) Outreach Process Overview**

As part of [BGE's STRIDE plan](#), Operation Pipeline is BGE's multi-year initiative to modernize our systems to support the growing communities of Maryland. We will be upgrading hundreds of miles of natural gas pipes and equipment in dozens of communities.

The purpose of Operation Pipeline is to proactively replace cast iron and bare steel pipes with new, durable gas mains that will better serve customers for decades to come. This program also helps maintain the safety and reliability of BGE's service to improve the quality of life for our customers.

The underground gas mains in your neighborhood have served our customers well for decades but are now reaching the end of their useful lives. These aging gas mains must be replaced by BGE to continue safe and reliable gas delivery to you. The new mains operate at a higher pressure, which requires adding a service regulator to the outside of the property to ensure gas can enter your home safely.

As a reminder, all BGE customers are required to provide BGE with unobstructed access to their gas equipment. This includes all piping up to and including the gas meter. Customers are also required to maintain at least three feet of clearance around all equipment. Contractors will remove any obstruction surrounding new or existing equipment with less than this clearance and may not replace it in kind. Additionally, customers authorize BGE to access and repair this equipment under the terms of the BGE Gas Service Tariff. Failure to provide access to this equipment could initiate a process that may result in your service being interrupted or terminated per the Gas Service Tariff.

As part of our commitment to safety and reliability and in compliance with industry best practices, BGE is installing gas service regulators on the outside of structures. Outreach contractors and BGE team members provide outreach services to coordinate and communicate project information to stakeholders and customers in a timely and proactive manner.

## **Project Communications**

Three project notification letters are sent to customers impacted by the work throughout a BOP project. The letters are an effective way of communicating with the community on a mass scale. The first two letters are an initial notification of the main project work, followed by a service request which requires scheduling by the customer. Finally, if we are unable to schedule service work with the customer, a service interruption letter is sent. Other programs also utilize project notifications for upcoming field work. The Outreach Team has implemented additional communication methods, including SMS text message alerts and NextDoor updates and in some cases email communication.

## **SMS Text Alerts**

Community members that opt-in with SMS text alerts are updated with project alerts. Contractors send updates from the field to the Outreach Team, who then craft messages to send to the customers who have opted in to receive text messages. These messages to the community include, but are not limited to parking, detours, project schedule, and more.

## **NextDoor Updates**

This communication method provides general project information to the community throughout construction, including a project introduction, expectations, and segment timelines. These posts are updated as the project progresses through service work to site restoration and paving. NextDoor posts encourage community members to opt-in to our SMS program for more frequent project updates.

## **Customer Inquiries**

Customer inquiries are received in the Outreach inbox regularly. Inquiries are all logged in a BGE Tracking and Reporting document for documentation and tracking. The Outreach team collaborates with the project managers and contractors to answer all questions and provide resolutions.

## **Government and External Affairs and Public Service Commission Inquiries**

Government and External Affairs inquiries are received from key constituents and community members and require concise and timely coordination and responses. The Outreach Team also coordinates responses for the Public Service Commission as they require a formal response.

## **Stakeholder Communication**

The Outreach team coordinates project notifications with a wide range of key stakeholders from within our project areas. We make presentations during community or homeowner association meetings to provide project information at the beginning of a new project. We also work with the External Affairs team to ensure elected officials and government agencies are aware of the project.

## **Community Meetings**

The project team reaches out to the community associations in the Project area and request to attend the community meeting. At the meeting the team will provide an overview of the project and answer any questions. The project will also attend subsequent meetings throughout the project as needed to address community concerns.

## **Communication Process**

### *Pre-Construction Phase*

1st Letter

- Six to eight weeks before the project starts
- An introduction to Operation Pipeline with basic project information, including PM, contractors, and outreach contact information.

#### 2nd Letter *Pre-Construction Phase*

- One to two weeks before the project starts
- Provides more detailed project information about what to expect throughout the service process.

#### *Construction Phase*

3rd Service Postcard or Door Hanger– Before services begin (most likely at the time of the first gas-up after main installation)

- Requests customers to contact contractors to schedule service.

#### 4th Letter Service Interruption Letter

- after contractors have attempted to contact the customer three times or more, and the customer is unresponsive.

The Outreach Team manages inquiries as they come in for each project. As the project continues, the Outreach team will manage community or homeowner associations communications and meetings as necessary.

As always, thank you for your partnership, and don't hesitate to contact me or Trey (copied herein) with questions or to set up a call.

Have a beautiful and safe weekend.

Best,

*Danielle*

**Danielle L. Gooden**

Governmental & External Affairs Manager

[danielle.gooden@bge.com](mailto:danielle.gooden@bge.com)



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# ***GAS SERVICE TARIFF***

The Gas Service Tariff is supplementary to the "Regulations Governing Service Supplied by Gas Companies" of the Public Service Commission of Maryland, and comprises the Rules and Rates under which gas service is supplied to its customers by Baltimore Gas and Electric Company, in three Parts as follows:

1. General
2. Terms and Conditions
3. Rates

## **PART 1. GENERAL**

### **1. Filing And Posting**

A copy of the Tariff is filed with the Commission and copies are posted and open to inspection at the Company's offices.

### **2. Application to Contracts**

The Tariff is a part of every contract for Service. The benefits and obligations of the contract inure to and are binding upon the successors, personal representatives and assigns of the parties thereto for the full term of the contract. The contract shall not be assigned by the Customer without the prior written consent of the Company.

The Company shall assist the Customer in the selection of the most economical rate schedule. Upon notification by the Customer of a change in use conditions, the Company will review the effective rate schedule and will assign the most economical schedule applicable to the new use conditions to prospective billings.

### **3. Revision**

The Tariff may be changed or revised from time to time in accordance with the rules of procedure of the Commission. All contracts are subject to such changes or revisions.

### **4. Interpretation**

The interpretation of the Tariff as to its intent and applicability will be made by the Company subject to the approval of the Commission.

## PART 2. TERMS AND CONDITIONS

### 1. Characteristics of Supply

- 1.1 General:** The Customer should consult the Company as to the availability of the Company's service at a particular location before proceeding with plans for any installation whether new, additional, replacement, or a transfer from one location within the territory to another.
- 1.2 Standard Service:** The heating value of the gas supplied will vary from time to time due to changes in the composition of the Company's sendout. The composition of the gas sendout will consist of natural gas, liquefied natural gas, propane-air gas, and synthetic gas in varying proportions depending upon the gas supply situation at any given time. The normal range of heating value will be from 1000 to 1200 Btu per cubic foot (cu. ft.) of gas.

Standard delivery to the Customer is at low pressure. Where, at the discretion of the Company, gas is supplied at higher than standard delivery pressure, the meter reading is corrected from the absolute delivery pressure (14.7 atmospheric pressure) in pounds per square inch absolute to a pressure base of 14.85 pounds per square inch absolute. This correction is accomplished by applying a fixed pressure correction factor to the meter reading or by a base pressure corrector attached directly to the meter.

## 2. Conditions of Supply

- 2.1 Limitations on Extensions:** Service is supplied only where, in the opinion of the Company, adequate service is available or can be made available under the provisions of these rules.

The Company's obligation to extend its facilities is limited to the assumption of new investment to the extent warranted by the revenue anticipated from the business to be supplied.

Where the business in prospect does not warrant the expenditure required to serve it, the Company determines from the circumstances of each case, what financing shall be required of the Customer, subject to the approval of the Commission.

- 2.2 Supply Points:** It is the standard practice of the Company to provide (subject to the provisions of Sec. 8 Extensions):

- (a) One service
  1. for all the requirements of the Customer on a single property; where the supply is for his use in group of buildings, the supply point is located, wherever practicable, at a location central to the group;
  2. for each building on the Customer's property, upon request, provided the service to any building is in each instance for the major requirements of that building;
  3. for any building occupied by two or more Customers;
- (b) One meter (or metering unit) - for each Customer at each supply point; where two or more Customers are supplied from one service, a centralized meter location is required wherever practicable. Each meter shall have a separate application of the schedule.

Where, in the Company's judgment and under conditions specified by it, more than one service is required for a building or pair of adjoining buildings, the Company provides such additional service upon request and upon payment by the Customer to the Company of the charges stated in Sec. 8.2. Each meter shall have a separate application of the rate schedule.

A group of buildings with interconnected passageways is considered as one building.

Where, under unusual conditions, more than one service (supply point) is necessary to supply the Customer's requirements for large connected loads on property comprising single or contiguous land parcels, the Company provides such service upon request under standard extension provisions. Whenever the Customer requests and the Company in its judgment finds it practicable to provide more than one service on his property, the service use is metered at each supply point. The registrations of these meters are combined and the Customer is billed for the total use, computed as if all service had been furnished through one service on a single application of Schedule C, provided one of the supply points requires metering capacity of not less than 150 therms per hour and each additional supply point requires metering capacity of not less than 50 therms per hour. In determining contiguity hereunder of parcels abutting opposite sides of public or private roads or other ways, the boundaries of such parcels shall be considered as extending to the center of such roads or ways.

- 2.3 Curtailment of Supply:** The supply of gas is subject to any orders of Federal or State authorities establishing any priority of or limitations to service. In the event a curtailment is required, the Company will implement limitations to supply in accordance with the Natural Gas Curtailment Plan in Appendix A.

**2.4 Refusal or Discontinuance of Supply for Cause:** The Company may refuse or discontinue service and remove its property without being liable to the Customer, or to tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, for any of the following reasons:

- (a) Customer's failure to comply with any of the provisions of the contract, or any applicable regulations of the Commission, or any of the Company's applicable rules or practices currently in effect.
- (b) Customer's nonpayment of bill within the net-payment period, and then after reasonable attempt to effect collection of the bill plus the applicable Late Payment Charge, including written notice of at least 3 days exclusive of Sundays and holidays.
- (c) Customer's failure to provide a deposit to insure payment of bills, when requested by the Company under the provisions of Sec. 7.7.
- (d) Customer's failure to pay any of the regular monthly installments under payment plans for extensions. (The unpaid deferred charges shall thereupon become due and payable.)
- (e) Customer's failure to maintain his equipment in safe condition, in the judgment of the Company.
- (f) Customer's failure to permit Company or its agents reasonable access to its equipment located on or in the customer's premises.
- (g) Withdrawal or termination of the proper permits, certificates or rights-of-way.
- (h) Removal of the Customer.
- (i) Evidence of fraud, by any method, including the diversion of gas around the meter.
- (j) Unauthorized adjustment of or tampering with Company's equipment.
- (k) Customer's use of his equipment in a manner judged by the Company to adversely affect its equipment or its service to others.

The Company may discontinue service without notice for reasons (e), (i), (j), and (k) above.

- 2.41 Reconnection Charge:** Where the Company has discontinued service for nonpayment of bill or for other reasons listed in Sec. 2.4, the Customer is subject to the following charge, payable at a Company business office, as a condition of resuming service at the same location or at a different location:
- (a) Where the disconnection was made at the meter location without the necessity of legal action-
    - \$20.00 where the reconnection can be made under routine scheduled working conditions, or
    - \$30.00 where the Customer requires reconnection on the same day on which, before 1 p.m., cause for discontinuance is removed, except on Saturday and on the day before a Company holiday,
  - (b) where the Company was unable to obtain access to the meter and the disconnection was made at other than the meter location or at the meter location as a result of legal action, \$70.00 without regard to the conditions of reconnection but, other than on Saturday and the day before a Company holiday, cause for discontinuance must be removed before 1 p.m. to have service reconnected on the same day.
- 2.42 Field Collection Fee:** Where the Customer makes a payment to a Company Representative at the Customer's premises to avoid discontinuance of service, the Customer is subject to a \$15 fee per occurrence. Payment to maintain service must be in the form of a check or credit card. No cash will be accepted by the Company Representative.
- Effective February 4, 2015, for Customers served under rate Schedules C (Daily Metered Customers only), IS, EG, or ISS, payments to a Company Representative at the Customer's premise to avoid discontinuance of service shall only be allowed one time over the duration of the account. Thereafter, no payments at the Customer's premise will be accepted from Customers served under these Rate Schedules.
- 2.5 Loss or Damage From Failure To Supply:** The Company is not liable for any loss, cost, damage or expense to any Customer occasioned by any failure to supply gas according to the terms of the contract or by any interruption of the supply of gas, if such failure or interruption is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except wilful default or neglect on its part.

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### 3. Conditions of Use

- 3.1 General:** The Company shall furnish service directly to the Customer, who shall be one individual, firm, corporation or organization, for use only in or on the premises owned, leased to or occupied by the Customer. The service furnished shall not be remetered or submetered by the Customer for resale nor redistributed to another individual, firm, corporation or organization except as provided below.
- 3.11 Definition of Master Metered and Individually Metered Services:** Master meter service means service furnished by the Company to one individual, firm, corporation or organization in a multiple-occupancy building, for the total gas requirements of the building. Such supply is then redistributed by the Customer to the ultimate users within the building. Individually metered service means service furnished by the Company where each ultimate user in a multiple-occupancy building is metered and billed by the Company for all gas requirements within each individual unit.
- 3.12 Multiple-Occupancy Residential Buildings:** Service to multiple-occupancy residential buildings on which construction began on or before July 1, 1978 may be master metered, except that conversions from individual to master metering shall not be permitted. All new multiple-occupancy residential buildings on which construction began after July 1, 1978 shall be individually metered by the Company or master metered where individual submeters are provided by the owner for each occupancy unit. Master metered central hot water systems for other than space heating are permissible. With prior Commission approval, master metered central heating and cooling systems are also permissible. A local housing authority may petition the Commission for a waiver of the restrictions contained herein for new multiple-occupancy residential buildings constructed, managed, operated, developed or subsidized by it.
- Master metered service is subject to the provisions of Secs. 3.14 and 3.15.
- 3.13 Multiple-Occupancy Nonresidential Buildings:** Service to multiple-occupancy non-residential buildings on which construction began on or before July 1, 1985 may be master metered, except that conversions from individual to master metering shall not be permitted. Master metered service is subject to the provisions of Secs. 3.14 and 3.15. Multiple-occupancy nonresidential buildings on which construction began after July 1, 1985, excluding office rental areas in such buildings, shall be individually metered by the Company or master metered where individual submeters are provided by the owner for each occupancy unit. Master metered central hot water systems for other than space heating are permissible. With prior Commission approval, master metered central heating and cooling systems are also permitted.
- 3.14 Submetering:** Where master metered service is permitted under Secs. 3.12 and 3.13, the Customer may install submeters to measure the actual use within each occupancy unit. Such installations are subject to the Public Service Commission's rules and regulations governing submeters.
- 3.15 Charges to Tenants:** In no event shall the charges imposed on tenants by the landlord for the use of service provided by the Company exceed the actual amount billed to the Customer by the Company, except that when submeters are installed, an additional charge not to exceed \$1 per meter per month may be collected to cover administrative and billing costs, if any.

- 3.2 Avoidance of Injury to Equipment:** The Customer shall use his equipment so as not to affect injuriously the equipment of the Company or the Company's service to others; the Customer shall furnish, install and maintain, subject to the approval of the Company, any protective devices necessary to attain that end.
- 3.3 Use Beyond Provisions of Contract:** Notice in writing of any proposed increase in installation shall be given the Company for the purpose of insuring adequate service for the increased load.
- 3.4 Loss or Damage From Use of Gas:** The Company is not liable for any loss, cost, damage or expense to any party resulting from the use or presence of gas in the Customer's piping or appliances.
- 3.5 Use for Less Than Initial Term of Contract:** Where service is used for less than the initial term of contract, the Customer, upon termination of service, makes a final payment in such amount that, when added to the previous payments for such service, the total payments will equal the Company's cost of installation and estimated cost of removal, less salvage, of all facilities initially installed for the supply of such service.
- 3.6 Resumption of Service After Termination at Customer's Request:** Where a Customer requests that the meter be made active at a premises where the same service was provided to him during the preceding 12 months, the Company reserves the right to require payment by him of its estimated costs of terminating and restoring service.

## 4. Customer's Installation

- 4.1 Service Equipment Furnished by the Customer:** The Customer provides within his premises, without charge, suitable space for the Company's metering and service equipment.

All service equipment other than that specifically stated in Sec. 5.1 below as furnished by the Company, is furnished, installed and maintained by the Customer (or owner, if more than one Customer in the building), subject to the approval of the Company. This includes the pipe to the appliance (the fuel line) from the outlet connection referred to in Sec. 5.1. Where the meter has been installed, the fuel line is brought to the meter location, or to the point of connection of the Company's installation downstream from the meter outlet. Where the meter is not installed, the fuel line is brought to within 2 feet of the designated meter outlet location, and within the meter room where provided. It also includes any meter enclosure required by the Customer, and acceptable to the Company, where the meter is installed outdoors. The service equipment furnished, installed and maintained by the Customer also includes a dedicated telephone line where an Automated Meter Reading device is installed by the Company for Delivery Service purposes.

**4.11 Customer's Responsibility to Maintain Service Equipment:** The Customer is responsible for maintaining all service equipment provided by them in proper working order. In the event that a malfunction with the Customer's dedicated telephone line results in the need for the Company to visit the Customer's premises to manually download data from an Automated Meter Reading device to prevent loss of the data, the Customer shall pay the cost of the site visit, unless the Customer has taken timely action to resolve the telephone line problem through its telephone service provider.

- 4.2 Point of Connection to Company's Service:** The piping upon the Customer's premises is brought by the Customer to any point of service connection specified by the Company and if it becomes necessary to change such point of connection, the Customer brings such piping to the new point of connection.

Where the meter is installed with a meter outlet valve, the fuel line is brought to the meter location and connected by the Customer. All other connections to or work of any kind on the Company's system, which is defined in Section 5.1, is done by the Company.

- 4.3 Rules Governing Customer's Installation:** All piping and gas appliances upon the Customer's premises shall be installed and maintained in accordance with applicable laws and the rules of the governmental authority having jurisdiction, the National Fire Prevention Association, the applicable standards of the American National Standards Institute, and the Company. The rules of the Company are in addition to and in no way a waiver of the rules of the inspection authority having jurisdiction.

- 4.4 Certificates of Approval Required:** The Customer obtains such certificates of approval of piping and gas appliances upon his premises as may be legally prescribed, and before service is supplied, the Company shall be so notified in writing by the inspection authority. In the absence of a certificate of approval being required by the governmental authority having jurisdiction, such piping and gas appliances shall be acceptable to the Company.

- 4.5 Access to Customer's Equipment:** Permission is given the Company to enter the Customer's premises at all reasonable times, for the purpose of service test, and for such purpose the Customer authorizes and requests his landlord, if any, to permit the Company to enter said premises.

- 4.6 Wastage of Gas and Adjustment of Appliances:** Upon notice by the Customer, the Company investigates suspected gas leakage or improper adjustment of gas appliances.

Leakage inspections are made without charge, and where such leakage in a residential Customer's piping or appliances is found to have caused gas wastage, allowance for a share of such gas wastage is made by the Company where the occurrence is without the knowledge of the Customer. Adjustments of appliance burners and pilots are made by the Company without charge where the adjustment can be made within a reasonable time.



## 5. Company's Installation

**5.1 Service Equipment Furnished by the Company:** For the purpose of determining the amount of gas used, a meter is installed by the Company upon the Customer's premises.

**The Company also furnishes , installs and maintains:**

- (a) the line from the end of the "service" to the meter including a valve or cock at the inlet (or "front") connection of each meter, and where more than one meter is installed, the inlet manifold.
- (b) the outlet (or "back") connection from each meter, and where two or more meters are used as a metering unit, the outlet manifold including a valve or cock on each "back connection."
- (c) the pipe from the connection between the end of the service and the meter, described in (a) above, to the opposite side of the foundation wall between basements of adjoining buildings where one service is branched to supply two buildings.
- (d) one or more pressure regulators where they are deemed by the Company to be necessary.**
- (e) in accordance with Federal regulations, eligible customers may request to have the Company install, at the Customer's expense, an excess flow valve on an existing Service Line supplying the Customer. The charge to the Customer shall be the estimated installed cost for the excess flow valve installation that exceeds the related material costs. The Company does not guarantee or warrant the operation of the excess flow valve (see Sec. 3.4).
- (f) any necessary valves, cocks and piping associated with the Company's installation.

Where a meter with a capacity of 450 cubic feet per hour or less is located indoors and the electric meter is also read outdoors, where requested by the Customer, the Company will install a remote index reading device at the Customer's expense. The charge for such device is \$75.

**5.2 Ownership:** All meters and other equipment furnished by the Company remain its property.

**5.3 Responsibility for Damage or Loss:** The Customer is responsible for all damages to, or loss of, the Company's property located upon his premises unless occasioned by fire or the Company's negligence, or any cause beyond the control of the Customer.

**5.4 Access to Company's Equipment:** Permission is given the Company to enter the Customer's premises at all reasonable times, for the purpose of reading its meters, and operating, inspecting, modifying and keeping in repair or removing any or all of its apparatus used in connection with the supply of gas, and for said purposes the Customer authorizes and requests his landlord, if any, to permit the Company to enter said premises.

**5.5 Tampering Charge:** In the event of unauthorized service use resulting from unauthorized adjustment to, reconnection of, or tampering with meters or Company equipment, the Customer receiving the unauthorized service shall pay a Tampering Charge designed to cover costs related to Company or contractor resources used to isolate and repair the unauthorized connection or hazardous condition, to include but not limited to tampering investigations, inspections, meter hardening and billing. If the tampering damages the Company's equipment, on the Customer premise, and requires additional service beyond the normal necessary corrective action, then the Customer, at the Company's sole discretion, shall be liable for the entire cost of repairs. Upon discovery of tampering, the Company may install protective equipment to prevent access by unauthorized persons. In addition, if the Customer has opted out of a smart meter per Rider 5 – Smart Meter Opt-Out, the Company may deem the Customer as being ineligible for Rider 5 and replace the Customer's meter with a smart meter. The Tampering Charge is \$200 for confirmed tampering by the Customer.

## 6. Location of Service Equipment

- 6.1 General:** Under normal conditions an outdoor location is required. Meter locations are agreed upon by the Customer and the Company, subject to final approval by the Company.

An acceptable meter location shall be free of any conditions detrimental to the metering equipment, and such location shall not create a hazard or inconvenience. The Customer shall maintain at least three (3) feet of unobstructed space in front of the meter, and such space shall be free of any source of ignition or heat which may damage the meter or related equipment. The Company may require the Customer to provide, at the Customer's expense, suitable protective equipment for the meter or exposed service riser.

Where more than one Customer is to be supplied, each meter shall be readily accessible to the Customer served by it and to the Company. The fuel lines shall be so installed that the meters may be grouped at one location.

In the event it becomes necessary to change an existing service entrance or meter installation the location shall conform to these rules except that existing indoor meters may remain indoors.

- 6.11 Outdoor Location:** An outdoor location is generally required for meter installations not exceeding six (6) meters.

Space shall be provided for meters, regulators and service risers clear of all obstructions such as shutters, doors and rainspouts, and so that the placement of shrubbery, flower beds and gardens will not interfere with meter installation, servicing, or reading. In no event shall meter equipment extend beyond the Customer's property line.

- 6.12 Indoor Location:** Where in the Company's judgment an outdoor location is impractical, or where more than six (6) meters are to be supplied from a single delivery point, the meter(s) may be installed indoors at a location free of moisture and extremes of temperature, but not in bath or toilet rooms, bedrooms, closets or restaurant kitchens, nor over doors, stoves, sinks, oil tanks, sump pump or other obstructions which make access difficult for installation, servicing or reading. Where an indoor location is permitted for multiple meters at a single delivery point, the Customer provides and maintains a suitable meter room at the Customer's expense.

Indoor meters shall be located in the basement or at first floor (ground) level at the point where the service enters the building.



# 20.55.03.01

## .01 Tariff.

Each utility shall file with the Commission a copy of its tariff which shall include:

A. Rates. Each schedule of rates for service together with the applicable riders.

B. Rules. The utility's rules, or terms and conditions, describing the utility's policies and practices in rendering service. These rules shall include:

(1) Extension Plan. The utility's plan for the installation of extensions of main and service lines where these facilities are in excess of those included in the regular rates for service and for which the customer shall be required to pay all or part of the cost. The customer's payment under this plan should be related to the investment that the utility prudently can make in consideration of the probable revenue.

(2) Heating Value. The total heating value of the gas in Btu per standard cubic foot.

(3) Material Furnished by Utility. A list of the items which the utility furnishes, owns, and maintains on the customer's premises, such as meters, service line, regulators, vents, and shut-off valves.

(4) No Charge Service. A general statement indicating the extent to which the utility will provide service at no charge for the adjustment of customers' appliances.

(5) Wastage of Gas. A general statement of the utility's policy in making adjustments for wastage of gas when wastage occurs without the knowledge of the customer.

(6) Billing Period. A statement indicating the minimum and maximum number of days for which the utility will bill a customer at its regular monthly rates for service.

(7) Payment Period. A statement indicating the minimum number of days allowed for payment of the gross amount of the customer's bill before service will be terminated for non-payment.

(8) Measurement Base. A statement indicating the atmospheric pressure, the absolute pressure or temperature, or both, used when pressure or temperature correction is made to the metered volume of gas. (See COMAR 20.55.01.04B(5))

Wes Moore  
Governor

Aruna Miller  
Lt. Governor



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# 20.31.02.02

## .02 Terminations Requiring Notice.

A utility may terminate service to a customer for any of the following reasons, if the utility complies with the provisions of this subtitle:

A. The customer's violation of or noncompliance with COMAR 20.50 Service Supplied by Electric Companies or COMAR 20.55 Service Supplied by Gas Companies, or for violation of or noncompliance with the utility's tariffs and rules on file with the Commission;

B. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission;

C. For failure of the customer to permit the utility or its agents to have reasonable access to its equipment located on or in the customer's premises;

D. For failure of the customer to provide the utility with a deposit as authorized in COMAR 20.30.02 Residential Customer Deposits;

E. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, as specified by the utility as a condition to obtaining service or if the equipment or permissions are withdrawn or terminated.

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