

May 2, 2011

Ms. Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg PA 17120

**RECEIVED**

MAY 2 2011

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Equitable Gas Company, LLC's Gas Tariff Revisions to  
Section 11.20 "Creditworthiness"  
In Compliance with Commission Orders in Docket No. L-2008-2069115

Dear Secretary Chiavetta:

Equitable Gas Company, LLC, ("Equitable") hereby submits for filing an original and eight (8) copies of revisions to its Gas Tariff – Pa. P.U.C. No. 22 dealing with Section 11.20 "Creditworthiness". The revisions are being filed in compliance with the Orders of the Public Utility Commission entered June 17, 2010 and April 28, 2011 at Docket No. L-2008-2069115. This tariff revision is being served on sixty (60) days notice pursuant to 52 Pa. Code §53.101. If there is a shortened notice period, please contact the undersigned.

Copies of this filing are being served on the Office of Consumer Advocate, the Office of the Small Business Advocate and the Office of Trial Staff. Any questions regarding this filing should be directed to Carol Scanlon at 412-395-2544.

Very truly yours,



Daniel L. Frutchey, Esquire  
Chief Regulatory Officer  
PA State Bar No. 69074

cc: Robert Wilson, FUS  
Charles E. Thomas, Jr., Esquire  
Office of Consumer Advocate  
Office of Small Business Advocate  
Office of Trial Staff

SUPPLEMENT NO. 74

TO

GAS - PA. P.U.C. NO. 22

EQUITABLE GAS COMPANY, LLC

SCHEDULE OF RATES, RULES AND REGULATIONS

FOR

GAS SERVICE IN

CITY OF PITTSBURGH

AND TERRITORY ADJACENT THERETO

(For Lists of Communities Served, see Page No. 4)

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ISSUED: May 2, 2011

EFFECTIVE: July 1, 2011

Tariff Supplement Filed to Reflect  
Changes to Rules and Regulations  
Section 11.20 Creditworthiness  
in Compliance with  
Commission Order at Docket No. L-2008-2069115

Issued

By

WILLIAM R. LUCAS  
Executive Vice President  
EQUITABLE GAS COMPANY, LLC  
225 NORTH SHORE DRIVE  
PITTSBURGH, PA 15212-5861

EQUITABLE GAS COMPANY, LLC

SUPPLEMENT NO. 74  
TO GAS - PA, P.U.C. NO. 22  
SEVENTIETH REVISED PAGE NO. 2  
CANCELING SIXTY-NINTH REVISED PAGE NO. 2

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LIST OF CHANGES MADE BY THIS TARIFF SUPPLEMENT

Rules and Regulations - 11.20 Creditworthiness; pages 34 and 35

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SECRETARY'S BUREAU

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ISSUED: May 2, 2011

WILLIAM R. LUCAS  
EXECUTIVE VICE PRESIDENT

EFFECTIVE: July 1, 2011

EQUITABLE GAS COMPANY

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RULES AND REGULATIONS - (Continued)

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11.19 Commercial and Industrial Customers

Large Commercial and Large Industrial Customers are customers who the Company estimates will use more than 1,000 Mcf of gas annually through a single meter in a 12 month period.

Small Commercial and Small Industrial Customers are all other commercial and industrial customers who qualify for delivery service.

11.20 Creditworthiness

(C)

In order to commence pooling service or continue pooling service on the Company's system, the Company requires a Pool Administrator to establish its creditworthiness using the following criteria or, being unable to establish creditworthiness, provide security to the Company ensuring the Pool Administrator's financial responsibility. The Company will apply creditworthiness criteria to all Pool Administrators on a non-discriminatory basis.

Creditworthiness Criteria:

(a) At the Company's request, a Pool Administrator shall provide current audited financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss the Pool Administrator's financial condition, a list of all corporate affiliates, parent companies and subsidiaries, and any available credit reports. The Company shall apply consistent analytical criteria to determine if a Pool Administrator's overall financial condition meets internal credit risk parameters.

(b) In addition to the information described in (a), a Pool Administrator shall provide a bank reference and at least two trade references. The results of the reference checks and any credit reports submitted in (a) must show that a Pool Administrator's obligations are being paid on a timely basis.

(C)

(c) A Pool Administrator must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation under state laws. An exception can be made for a Pool Administrator who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act, but only as adequate assurances that the Company's billing under the Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction.

(d) If a Pool Administrator has a relationship with the Company, then the Pool Administrator: (i) must have paid its account in the past according to the terms of the service agreement; and (ii) must have no delinquent balances outstanding for services rendered by the Company.

(C)

(e) Pool Administrator must provide written notification to the Company within two business days if a Pool Administrator initiates or becomes a party to any of the events or actions described in (c), or if a Pool Administrator's Credit Rating is downgraded below Ba3 from Moody's or BB- from S&P or Fitch. "Credit Rating" means the rating assigned to the Pool Administrator's unsecured, senior long-term debt obligations (not supported by third party security) by Moody's, S&P, or Fitch.

(C)

(C) Indicates Change

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ISSUED: May 2, 2011

EFFECTIVE: July 1, 2011

WILLIAM R. LUCAS  
EXECUTIVE VICE PRESIDENT

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RULES AND REGULATIONS - (Continued)

"Moody's" means Moody's Investor Services, Inc., or its successor. "S&P" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor." "Fitch" means Fitch Ratings (a division of the Fitch Group) or its successor. If Pool Administrator is rated by more than one rating agency and the existing Credit Ratings are split, then Pool Administrator must maintain an Investment Grade Rating from any two of the three rating agencies.

Security Ensuring Financial Responsibility: (C)

If a Pool Administrator fails to establish its creditworthiness under one or more of the criteria described above in (a), (b), (c), (d), and (e), Pool Administrator will provide security ensuring its financial responsibility as calculated below:

- (i) A security deposit equal to the aggregated pool Maximum Daily Quantity times \$4.00 per Dth times 60 days.
- (ii) A payment in advance equal to the amount calculated in (i).
- (iii) An irrevocable letter of credit drawn upon a bank acceptable to the Company equal to the amount calculated in (i). (C)

Security Deposit Adjustments: (C)

The amount of security established above may be subsequently reviewed and adjusted based on one or more of the following criteria:

- (i) Change of 25% over a consecutive 30 day period of number of customers served, volume of gas delivered, or unit price of natural gas.
- (ii) A change in credit rating as described in (e) above.
- (iii) Pool Administrator fails to deliver natural gas supply sufficient to meet customer's needs on five separate occasions within a 30 day period.

#### 11.21 Acceptable Business Practices

In addition to the creditworthiness criteria Pool Administrators must also adhere to the following business practices.

(a) The bills rendered by the Pool Administrator will be clear and in plain language and shall meet the billing information requirements of Chapter 56 of the Commission's regulations. Bills rendered by a Pool Administrator shall contain a statement directing the ratepayer to "register any question or complaint about the bill prior to the due date", as directed by Commission regulations and shall contain the Company's and the Pool Administrator's telephone numbers where the customer may initiate an inquiry or complaint. Bills must also include the phone number of the Commission's customer hot line.

(b) Pool Administrators shall provide customers with minimum payment periods required by the Commission's regulations; i.e. residential customers shall have 20 days to pay and commercial customers shall have 15 days. The Pool Administrator shall notify the customer with adequate notice of the consequences of failure to pay.

(c) Pool Administrators must establish and use customer complaint procedures and respond to complaints in a timely fashion.

From: (412) 395-3136  
Joanne Miller  
EQT  
225 N Shore Dr  
Pittsburgh, PA 15212

Origin ID: AGCA



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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Ref # Creditworthiness Tariff Filing  
Invoice #  
PO # 1111140.863200  
Dept #

SHIP TO: (717) 772-7777

BILL SENDER

Secretary Rosemary Chiavetta  
PA Public Utility Commission  
400 NORTH ST

HARRISBURG, PA 17120

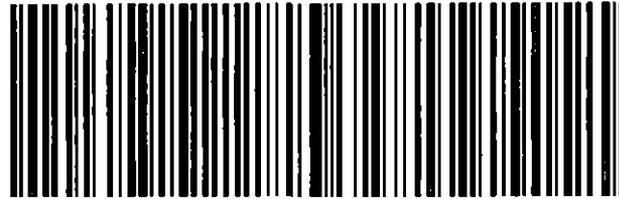
TUE - 03 MAY A1  
PRIORITY OVERNIGHT

TRK# 7970 5104 5557

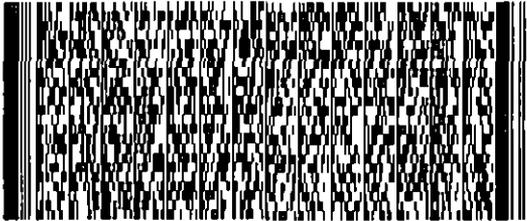
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