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February 3, 2012

VIA EXPRESS MAIL

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

RECEIVED

FEB - 3 2012

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Re: Rulemaking to Amend the Provisions of 52 Pa. Code, Chapter 56 to Comply with the Provisions of Chapter 14; General Review of Regulations; Docket No. L-00060182;
COMPLIANCE TARIFF FILING OF UGI UTILITES, INC. – GAS DIVISION

Dear Secretary Chiavetta:

Consistent with the Commission's Final Rulemaking Order entered June 13, 2011 in the above-captioned proceeding and published in the *Pennsylvania Bulletin* on October 8, 2011, enclosed for filing is the original and three (3) copies of Supplement No. 91 to UGI Utilities, Inc. – Gas Division's Tariff – Gas Pa. P.U.C. No. 5, issued as of the date hereof. In accordance with 52 Pa. Code § 53.31, the proposed effective date of this tariff filing is sixty (60) days from the issuance date or April 3, 2012. Also included is a redline document to facilitate review of all tariff language changes in detail.

Should you have any questions concerning this filing, please feel free to contact me at (610) 796-3470. Thank you for your attention to this matter.

Respectfully yours,

Paul J. Szykman
Vice President – Rates

Enclosure

Cc: Daniel Mumford, Bureau of Consumer Services (dmumford@state.pa.us)
Terrence J. Buda, Law Bureau (tbuda@state.pa.us)
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UGI UTILITIES, INC.
GAS TARIFF
INCLUDING THE GAS SERVICE TARIFF
AND
THE CHOICE SUPPLIER TARIFF

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FEB - 3 2012

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Rates and Rules

Governing the

Furnishing of

Gas Service and Choice Aggregation Service

in the

West Region

East Region

Including Territory Described on Pages 8 and 9

Issued: February 3, 2012

Effective for Service Rendered
on and after April 3, 2012 in
accordance with the
Commission's Final Rulemaking
Order to amend the provisions of
52 Pa Code, Chapter 56 at
Docket No. L-00060182.

By: Paul J. Szykman
Vice President - Rates
2525 N. 12th St., Suite 360
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Reading, PA 19612-2677

NOTICE

THIS TARIFF MAKES CHANGES/DECREASES IN EXISTING RATES (See Page 1).

LIST OF CHANGES MADE BY THIS SUPPLEMENT
(Page Numbers Refer to Official Tariff)

Pages 6, 10, 11, 12, 13, 14, 20, 21, 22, 23, 24, 27, 28, 34, 40, 43, 64, 66, 70 and 72

- Tariff language changes in order to comply with revisions to Pa. Code 52 Chapter 56 as a result of the Commission's Final Rulemaking at Docket No. L-00060182 and clarify existing language related to Chapter 56. Associated section renumbering, pagination and index changes have been made.

Page 23

- Section 9.8 High Bill Investigation has been removed consistent with a request from the Commission's Law Bureau to eliminate the associated charge from this Tariff No. 5.

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(C) Indicates Change

RULES AND REGULATIONS

1. THE GAS SERVICE TARIFF

- 1.1 Filing and Inspection. A copy of this Tariff, under which gas service will be supplied, is on file with the Pennsylvania Public Utility Commission and is open to inspection at the offices of the Company.
- (C) 1.2 Application. The Tariff provisions apply to everyone receiving gas service from the Company, and the lawful receipt of gas service shall constitute the receiver a “Customer” of the Company.
- 1.3 Rules and Regulations. The Rules and Regulations, filed as a part of this Tariff, are a part of every contract for service made by the Company and govern all classes of service where applicable, unless specifically modified by a rate provision.
- 1.4 Statement by Agents. No representative has authority to modify a Tariff rule or provision, or to bind the Company by any contrary promise or representation.

2. CONTRACT FOR GAS SERVICE

- (C) 2.1 Standard Service Contract. A written application for gas service may be required from each Applicant and for each service location. An application for service upon acceptance by the Company constitutes a contract between the Company and the Customer. The term “Applicant” shall mean any person, corporation or other entity that (i) desires from the Company natural gas or any other service provided for in this Tariff at a specific location, (ii) complies completely with all Company requirements for obtaining natural gas or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet lawfully receiving from the Company any service provided for in this Tariff at such location. For residential utility service, the term “Residential Applicant” shall mean any Applicant who is (i) a natural person at least 18 years of age not currently receiving service who applies for residential service, or (ii) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which the residential service is requested. The term “Residential Applicant” shall not include a Residential Customer who seeks to transfer service within the Company’s service territory. The term “Occupant” shall mean a natural person who resides in the premises to which gas service is provided. The term “Residential Customer” shall mean a Customer who is either (i) a natural person at least 18 years of age in whose name a residential account is listed and who is primarily responsible for payment of bills rendered for the service, or (ii) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which residential service is requested. A Residential Customer shall remain a Customer after discontinuance or termination of service until the final bill for service is past due.
- 2.2 Other Contracts. Contracts, other than standard contracts, may be entered into between the Company and a Customer by mutual agreement.
- 2.3 Right to Reject. The Company may limit the amount and character of service it will supply or may reject applications for service not available, or which might affect the supply of service to other Customers, or for other good and sufficient reasons.

(C) Indicates Change

RULES AND REGULATIONS (Continued)**2. CONTRACT FOR GAS SERVICE (Continued)**

- 2.4 Application of Rates. The rates named in this Tariff are based upon supply to one Customer through one meter at one premise. Each service to a different location and/or of a different rate classification shall be billed as a separate Customer. Customers who take service at two or more locations on the same property under the same rate schedule may, by request, have their use of gas combined for billing purposes; Customers electing to take advantage of this rule on or after January 8, 1994 may do so only at the time initial service is established to the premises and shall pay the cost of all additional service connections required unless, in the Company's sole judgment, the Company's investment in such connections is warranted by the revenue anticipated from the service to be supplied. Customers may not pool together for purposes of qualifying for a rate schedule. Service to churches and to elementary and secondary schools served on December 31, 1982 shall be treated as residential service only for the purpose of fixing their minimum bill under the rates named in this Tariff.
- (C) 2.4.1 Selection of Rate Schedule. When the characteristics of usage or service conditions of an Applicant or Customer are such that more than one rate schedule is available, the Applicant or Customer shall select the schedule to be applied. Upon request, the Company will assist to a reasonable extent in selecting the most advantageous schedule. For Customers changing schedules, the Company will bill the Customer under the selected rate beginning with the date of the next scheduled meter reading following notification of the selected rate. When service under a Demand Charge rate commences prior to the installation of equipment for determining the Customer's demand, the Customer's demand for billing purposes will be estimated by the Company.
- 2.5 Term of Contracts. Standard service contracts for service other than to Rates R and RT shall be for a term of at least one (1) year. Service may be supplied for a shorter term contract when the Company has available capacity, provided a charge may be collected to meet the cost of the supply and discontinuance of such short term service.
- (C) 2.6 Unauthorized Use of Service. Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing unmetered service that flows through a device connected between a service line and customer-owned facilities and unauthorized service restoral.
- (C) 2.7 User Without Contract. A natural person who takes or accepts gas service without the knowledge or approval of the Company, other than the Unauthorized Use of Service as defined in Section 2.6.
- (C) 2.8 Compliance with Availability Provisions. The use of the Company's service shall not be for any purpose other than that covered by the availability provisions of the rate under which service is supplied.
- (C) 2.9 Resale of Gas. Gas service is provided upon the express condition that it shall be supplied exclusively by the Company and that the Customer shall not sell, or otherwise dispose of, the gas or any part thereof without the written consent of the Company.

(C) Indicates Change

RULES AND REGULATIONS (Continued)**3. GUARANTEE OF PAYMENT**

- (C) 3.1(a) Deposits for Non-Residential Accounts. A cash deposit may be required from a non-residential Applicant to secure payment of bills for regulated distribution service. In addition, the Company may require a deposit, letter of credit or other adequate assurance of payment, or any combination thereof, from a non-residential Customer if the Customer has been delinquent in payment of any bill in the preceding twelve (12) months or the Company otherwise has reasonable grounds to require security for payment of bills. In evaluating a non-residential Customer's credit standing, factors to be considered include, but are not limited to, average monthly consumption, average monthly bill for regulated distribution service, evaluations by credit rating services, payment history with the Company during the prior twelve-month period and payment history and credit standing with lenders or other providers of utility services or providers of other goods or services.
- (C) 3.1 (b) Deposits for Residential Accounts. The Company may require a cash deposit from a Residential Applicant or Residential Customer to secure payment of bills for regulated distribution service based upon the following:
- (i) A Residential Applicant or Residential Customer whose service was terminated for any of the following reasons: (1) Nonpayment of an undisputed delinquent account; (2) failure to complete payment of a deposit, providing a guarantee or establish credit; (3) failure to permit access to meters, service connections or other property of Company for the purposes of replacement, maintenance, repair, or meter reading; (4) Unauthorized Use of Service on or about the affected dwelling; (5) failure to comply with the material terms of a payment agreement; (6) fraud or material misrepresentation of identity for the purposes of obtaining utility service; (7) tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other Company equipment; or (8) violating tariff provisions on file with the PUC so as to endanger the safety of a person or the integrity of the Company's delivery system.
 - (ii) Any Residential Applicant who is unable to establish creditworthiness to the satisfaction of Company through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that falls within the range of general industry practice and specifically assesses the risk of utility bill payment.
 - (iii) A Residential Customer who fails to comply with the material terms or condition of a settlement or payment agreement.
 - (iv) A Residential Customer who has been delinquent in the payment of two (2) consecutive bills, or three (3) or more bills within the preceding twelve (12) months.
 - (v) The Company has established separate credit procedures and standards for Residential Applicants and Residential Customers who are victims with a protection from abuse order. These procedures shall be publicly posted on the Company's website and maintained on file in each of the business offices of the Company and made available, upon request, for inspection by members of the public.
- (C) 3.2 Amount of Deposit. For Residential Applicants, the amount of the cash deposit shall not be more than 1/6 of a Residential Applicant's estimated annual bill, with such estimated annual bill determined at the time the deposit is required. In lieu of a cash deposit from a Residential Applicant, the Company may accept a written third-party guaranty on behalf of the Residential Applicant, provided that the guarantor establishes credit with the Company under Section 3.1(b) and the terms of the written guaranty are approved in writing by the Company, with such approval not to be unreasonably withheld.

(C) Indicates Change

(C) **RULES AND REGULATIONS (Continued)**

3. GUARANTEE OF PAYMENT

For Residential Customers, the amount of the cash deposit shall not be more than the estimated charges for service based on the Residential Customer's prior consumption for the period equal to one average billing period plus one average month, not to exceed two (2) months. Deposit amounts for residential Applicants and Residential Customers may include Natural Gas Supplier charges where such Supplier is a participant in the Company's Purchase of Receivables Program. For non-residential Customers, the deposit shall not be more than the bill for the estimated usage for one average monthly billing period plus that for the highest monthly billing period within the most recent twelve (12) months.

(C) **3.3 Payment Period for Deposits.**

- (a) Any Applicant seeking to establish service at a new or different service location, and any Non-Residential Applicant seeking to reconnect service at the same service location previously terminated or discontinued, shall pay the required deposit in full prior to the provision of service.
- (b) Any Residential Applicant or Residential Customer seeking to reconnect service at the same service location previously terminated or discontinued, from whom the Company requires a deposit as a condition of reconnection of service in accordance with 52 Pa. Code § 56.191, shall pay at least 50% of the required deposit prior to the reconnection of service, with 25% of the required deposit to be billed by the Company 30 days after reconnection of service and the remaining 25% billed 60 days after the reconnection of service. Nothing shall preclude the Residential Applicant or Residential Customer from electing to pay the deposit in full before or on the due date.
- (c) Any Customer receiving service from the Company shall pay the required deposit in full on or before the due date; provided that, a Residential Customer may elect to pay the required deposit in three installments as follows: 50% of the required deposit billed upon the determination by the Company under Section 3.1(b)(iii) or (iv) above that the deposit is required, with 25% to be billed by the Company 30 days after the determination and the remaining 25% billed 60 days after the determination.

(C) **3.4 Deposit Hold Period for Residential Customers and Refund of Deposit.** Company may hold a deposit on a Residential Customer's account until the later of (a) when the Residential Customer establishes a timely payment history, as established by timely and in full payments for twelve (12) consecutive months; or (b) a maximum period of twenty-four (24) months (the "Deposit Hold Period"). At the end of the Deposit Hold Period, Company shall credit the deposit, plus accrued interest, to the Residential Customer's Account. Deposits credited after the end of the Deposit Hold Period shall first be applied to any past due amounts. If service is terminated or discontinued before the end of the Deposit Hold Period, Company shall deduct any outstanding balance from the deposit and return any positive balance to the Residential Customer within sixty (60) days. Deposits secured from non-residential Customers will be refunded when the non-residential Customer discontinues service and has no unpaid bills or at Company's sole discretion. Upon termination or discontinuance of service, the Company shall promptly apply the deposit, including accrued interest, to any outstanding balance for service and refund the remainder to the non-residential Customer.

(C) **3.5 Adjustments.** The amount of the deposit may be adjusted when there is a change in consumption that will significantly change the amount of the deposit as computed in Rule 3.2.

(C) **3.6 Interest on Deposits.** Deposits from all customers shall bear simple interest at the rate of six percent (6%) per annum. Deposits shall cease to bear interest upon termination or discontinuance of service.

(C) Indicates Change

(C) **RULES AND REGULATIONS (Continued)**

3. GUARANTEE OF PAYMENT (Continued)

(C) 3.7 Prior Debts and Transfer of Accounts

- (C) (a) Residential. As a condition of furnishing, transferring or reconnecting service to a Residential Applicant or Residential Customer, the Company may require payment of any outstanding balance which accrued within the past four years on any account for which the Residential Applicant or Residential Customer is legally responsible. The foregoing four-year limitation shall not apply if the outstanding balance includes past due amounts that the Company was not aware of due to unauthorized Use of Service, fraud or theft; in which case, the Company may require payment of all such past due amounts without regard to the four-year limitation. The Company may render a make-up bill to a Residential Customer for previously unbilled service which accrued within the past four (4) years resulting from billing error, meter failure, leakage that could not reasonably have been detected or loss of service. If the make-up bill exceeds the otherwise normal estimated bill for the billing period during which the make-up bill is issued by at least 50% or at least \$50, whichever is greater, the Company shall at the option of the Customer, amortize the bill at least as long as: (i) the period during which the excess amount accrued; or (ii) necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%.
- (b) Commercial and Industrial. Applications for gas service in new locations will be accepted only when all bills for service to Customer at previous locations have been paid.
- (C) (c) The Company may utilize all means of determining an Applicant's or Customer's liability for any outstanding balances, including, but not limited to, the following: (1) use of Company records that contain confidential information previously provided to the Company, (2) information contained on a valid mortgage, lease or deed, (3) other information contained in the Company's records that indicate that the Applicant was an adult Occupant during the time the balances accrued, (4) use of commercially available consumer credit reporting service, (5) use of commercially available skip tracing software that contains records of names and addresses, and (6) use of information contained in credit reporting data utilized by the Company.

(C) 3.8 Security from Large Volume Customers

- (a) Whether or not the Company could otherwise require security for payment, the Company may require a deposit, letter of credit, other adequate assurance of payment, or any combination thereof, to the extent the Customer seeks any combination of delivery or retail service for volumes in excess of 3,000 MCF per month. Such security may be established for an amount up to two billing periods of all service requirements calculated at the retail rate.
- (b) In addition, the Company may take one or more of the following actions:
- (1) Reduce the meter reading and billing period to less than one month, (and with agreement by the Customer) require payment in no less than three calendar days from billing.
 - (2) Require payment by certified check or wire transfer;
 - (3) Before reflecting delivery service on bills, require either (a) affidavits of delivery from a reputable supplier or (b) the maintenance of two billing periods of delivery service supply on the Company's system;
 - (4) In the case of delivery service, require the Customer to enter into direct contracts with and make payments directly to the transmission pipeline companies and other parties involved in selling, brokering, or transporting such gas; and
 - (5) Impose other procedures reasonably designed to reduce potential exposure to credit risk.
- (c) The amount of security shall be only that amount reasonably necessary to ensure payment for all service rendered up to timely service termination plus 3 business days (in the event termination is deferred subject to emergency proceedings).
- (d) The Company may, in its discretion, specify the manner in which security and payments shall be credited and applied to past due or current bills or to replenish security.

(C) **Indicates Change**

RULES AND REGULATIONS (Continued)**7. CUSTOMER'S RESPONSIBILITY FOR COMPANY'S PROPERTY**

- 7.1 **Protection by Customer.** The Customer shall be responsible for the protection of the Company's property on his premises, and shall not permit any unauthorized person to do any work on such property. In the event of damage or destruction of the Company's property, the Customer shall pay the costs of repairs and/or replacement.
- 7.2 **Tampering.** In the event of the Company's meter or other property being tampered or interfered with, the Customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for any repairs or replacements required, as well as for costs of inspections, investigations, and protective installations.
- 7.3 **Access to Premises.** The authorized agents or employees of the Company, properly identified, shall have free access at all reasonable times to the premises of the Customer for the purpose of reading meters and disconnecting service, for installing, testing, inspecting, repairing, adjusting or removing any Company property.

8. METER READING

- 8.1 **Measurement.** The measurement of gas service shall be by meters furnished and installed by the Company.
- 8.2 **Meter Reading Intervals.** The Company will read its meters at scheduled regular intervals of approximately two (2) months or less, at the option of the Company, for service furnished during the preceding period.
- 8.3 **Telemetry.** Where deemed necessary by the Company in its sole discretion, the Company will install, at the Customer's expense, telemetry facilities for purposes of monitoring and/or billing Customer volumes. Customer shall provide and maintain phone and/or electric lines to the location of such facilities as specified by the Company.
- (C) 8.4 **Automatic Meter Reading.** The term "Automatic Meter Reading" or "AMR" shall mean metering using technologies that automatically read and collect data from metering devices and transfer that data to a central database for billing and other purposes and does not include Remote Meter Reading Devices (defined herein). All meter readings by an AMR shall be deemed actual readings. The term "Remote Meter Reading Devices" shall mean a device which by electrical impulse or otherwise transmits readings from a meter, usually located within a residence, to a more accessible location outside a residence, and does not include AMR and devices that permit direct interrogation of the meter.

(C) Indicates Change

RULES AND REGULATIONS (Continued)**9. BILLING AND PAYMENT**

9.0 Unless otherwise stated in this section, 9. Billing and Payment, all billing and payment provisions of this section apply to Customers served under all Company rate schedules, including Rate Schedules RT, NT and CT, where a Customer's Choice Supplier also participates in the Company's Purchase of Receivables ("POR") program.

(C) 9.1 Billing Period. Residential Customers will be billed monthly. The Company may elect to bill non-residential Customers monthly or bi-monthly. In circumstances where the Company may require a deposit or other adequate assurance of payment from a non-residential Customer, the Company may, without adjusting the amount of the deposit or other form of security, read the Customer's meter and render bills at shorter intervals. When different base rate prices apply to usage during a billing cycle, and usage is not metered daily, usage will be presumed to occur at a level rate throughout the period for purposes of billing. All Customers will receive an estimated bill during the non-reading billing period. When the Company is unable at any regular reading date to gain access to the meter, the Company may render an estimated bill. For Residential Customers, the billing month is a period of not less than 26 or greater than 35 days. An initial bill for a new Residential Customer may be less than 26 days or greater than 35 days; provided however, if an initial bill exceeds 60 days the Residential Customer shall be given the opportunity to amortize the amount over a period equal to the period covered by the initial bill without penalty. A final bill due to the discontinuance may be less than 26 days or greater than 35 days but may never exceed 42 days. In cases involving termination, a final bill may be less than 26 days. In addition, bills for less than 26 days or more than 35 days shall be permitted if they result from rebilling initiated by the Company or Customer dispute to correct a billing problem. Bills for less than 26 days or more than 35 days shall be permitted if they result from a meter reading route change initiated by the Company.

(C) 9.2 Budget Billing. Residential Heating Customers served under Rate R and Rate RT may elect an optional billing procedure which averages the estimated Company regulated service costs over a revolving twelve (12) month Budget Billing plan. These customers will be billed for the use of gas during the next eleven (11) months beginning with whatever month that they select. UGI will review the Budget Billing amount on the fourth (4th), seventh (7th) and tenth (10th) months during the term of the first eleven (11) months, adjusting upward or downward the Budget Billing amount based on actual usage to date and projected usage to the close of the twelve (12) month Budget Billing plan. The twelfth bill will be for usage for the month, with an adjustment for the difference between payments made and actual charges for gas service for the prior eleven (11) months, inclusive. At the conclusion of the budget billing year, any resulting reconciliation amount exceeding \$100 may be amortized over a twelve (12) month period upon Residential Heating Customer request.

The optional twelve (12) month Budget Billing plan, as described above, is available to Commercial and Industrial Heating Customers served under Rate N or Rate NT provided that at least seventy-five (75) percent of the Customer's total gas consumption is for space heating. If a Customer has an unpaid balance equal to the amount of two (2) Budget Billing plan bills, billing under this plan may be terminated by the Company.

HUD Financed Housing: Budget billing for Service, as described above, is available to master metered multifamily dwelling units during the time that such unit is either owned by the Federal Department of Housing and Urban Development or subject to a first mortgage held or guaranteed by that agency.

(C) Indicates Change

RULES AND REGULATIONS (Continued)**9. BILLING AND PAYMENT (Continued)**

- (C) 9.3 Payment Period. The due date for payment of a Residential Customer's bill shall be not less than twenty (20) days from the date of mailing and fifteen (15) days for a non-residential bill with the exception that bills to the Commonwealth of Pennsylvania, the Government of the United States, or any of their agencies, and elementary and secondary schools shall be due thirty (30) days after the date of mailing.

For all billings, if the due date for payment should fall on a Saturday, Sunday, bank holiday or any other day when offices of the Company where payments are regularly received are not open to the general public, the due date shall be extended to the next business day. Failure to receive a bill will not release the Customer from payment obligations.

- (C) 9.3.1 Due Date Extension Program. Residential Customers meeting the qualification requirements of the Due Date Extension Program shall, upon written application, have the due date for payment of bills for service to their personal residence extended. To qualify, Applicants must submit proof that their sole source of support, and that of others in their household, is derived from a permanent fixed income plan, issuing monthly checks. Under the program, the due date for payment on a bill normally falling due between the sixth day of the month and the twentieth day of the month shall be extended to the first working day after the twentieth of the month. The due date for payment on a bill normally falling due between the twenty-first day of the month and the fifth day of the following month, shall be extended to the first working day after the fifth day of the latter month. Initial applications for due date extensions must be made at Company offices.

- (C) 9.4. Company Late Payment Charge. After the due date, a late payment charge is applicable in accordance with provisions of the Rate Schedule under which service is supplied. For all service this shall be the late payment charge.

The late payment charge on residential service will be calculated on the overdue portions of the Company's regulated share of the bill only and shall not be charged against any sum that falls due during a current billing period. For Residential Customer payments made through the mail, the Company shall not impose a late payment charge unless payment is received more than 5 days after the due date.

The Company may waive the collection of the late payment charge and accept the net amount of an overdue bill for any Customer once in each calendar year for reasons deemed by the Company to be good and sufficient.

(C) Indicates Change

RULES AND REGULATIONS (Continued)

9. BILLING AND PAYMENT (Continued)

- (C) 9.5 Date of Payment. When Residential Customers' bills are paid through the mail, the date of the postmark will be considered the date of payment. When Residential Customers' bills are paid through electronic transmission, the effective date of payment shall be the date of actual receipt of payment by the Company. When Residential Customers' bills are paid at a branch office or an Authorized Payment Agent, the effective date of payment shall be the date of actual receipt of payment at that location. For purposes of this section, an "Authorized Payment Agent" shall mean an agent expressly authorized by Company to accept payments from Customers on Company's behalf.
- (C) 9.6 Payment Made to Collector Charge. When a customer pays the collector to avoid termination at their business or residence, a seven dollar (\$7) service fee is due and payable.
- 9.7 Return Check Charge. The Company may impose a service charge of twenty dollars (\$20) for each check received from a Customer in payment of bills for service that is dishonored and returned by the bank on which it is drawn.
- (C) 9.8 Billing History. Any Customer requesting usage and/or billing information for a period in excess of the most recent thirty (30) months will be assessed a service charge of fifteen dollars (\$15).
- (C) 9.9 LIFSO (Landlord If Shut Off). Landlords may elect this optional program which transfers natural gas service to the landlord each time a customer notifies the Company it has vacated the landlord's rental property. The Company may impose a twenty dollar (\$20) handling fee for all LIFSO accounts, but not exceeding \$100 annually per landlord.
- (C) 9.10 Payment Refunds. Refunds due customers greater than two dollars (\$2) shall be mailed to the Customer. Refunds less than two dollars (\$2) may be picked up at the office within sixty (60) days. After sixty (60) days, the refund shall be applied to Operation Share.
- (C) 9.11 Turn On Charge. The Company may assess its service charge for 1/2 hour if the natural gas flow to the property has been discontinued.
- (C) 9.12 Shut Off Charge. The Company may assess its service charge for 1/4 hour if the Customer requests that natural gas service to the property be discontinued, thereby resulting in service being shutoff. When requesting a shutoff, if the Customer elects to read the meter and the Company accepts the customer's final meter reading, the foregoing service charge will not apply.
- (C) 9.13 Set Meter Charge. The Company may assess its service charge for 3/4 hour if a meter must be installed to initiate or reinstitute natural gas service to the customer.
- (C) 9.14 Change of Customer Charge. The Company may assess its service charge for 1/4 hour if the new party requesting service requests the Company to read the meter. The charge does not apply if the Company accepts the Customer's meter reading.

(C) Indicates Change

RULES AND REGULATIONS (Continued)**9. BILLING AND PAYMENT (Continued)**

(C) 9.15 Application of Payments for Rates RT, NT and CT. Where Company renders a bill for natural gas supply service on behalf of a Choice Supplier and a partial payment is received, the partial payment shall first be applied to pre-retail access Company balances and then to post-retail access balances. In the event a customer has a pre-retail access Company balance, partial payment shall be applied in the following order of priority:

1. First to outstanding pre-retail access Company balances, or the installation amount on a payment agreement with Company on this balance; then to
2. Current regulated Company charges; then to
3. Choice Supplier supply charges; then to
4. Non-Basic Service charges; then to
5. Hardship Energy Fund contributions.

In the event a Customer develops a post-retail access balance, partial payment shall first be applied to the pre-retail access Company balances in the order of priority specified above. Thereafter, partial payment shall be Company applied in the following order of priority:

1. First to outstanding post-retail access Company Balances, or the installation amount on a payment agreement with Company on this balance; then to
2. Current regulated Company charges; then to
3. Choice Supplier service charges; then to
4. Non-Basic service charges; then to
5. Hardship Energy Fund contributions.

Where Company renders a budget bill on behalf of a Choice Supplier for Natural Gas Supply service, partial payments shall be applied on a pro rata basis after outstanding pre-retail access balances and post retail access balances have been paid in accordance with the orders of priority specified above.

For purposes of this Section, pre-retail access balances means outstanding account balances incurred prior to Customer transferring to Rate RT, NT or CT.

For purposes of this Section, post-retail access balances means outstanding account balances incurred after Customer transfers to Rate RT, NT or CT.

(C) Indicates Change

RULES AND REGULATIONS (Continued)

11. TERMINATION OR DISCONTINUANCE OF SERVICE

- (C) 11.1 Termination of Service. Termination of service shall mean the cessation of service, whether temporary or permanent, without the consent of Customer. The Company may terminate service on reasonable notice and remove its equipment in case of (i) nonpayment of an undisputed delinquent account, (ii) failure to complete payment of a deposit, provide a guarantee of payment or establish credit, (iii) failure to permit access to meters, service connections or other property for the purpose of replacement, maintenance, repair or meter reading, (iv) failure to comply with the material terms of a payment agreement, or (v) violation of tariff Rules and Regulations. The Company may terminate service without notice for (i) Unauthorized Use of Service delivered on or about the affected dwelling, (ii) fraud or material misrepresentation of the customer's identify for the purpose of obtaining service, (iii) abuse of or tampering with the meters, connections or other equipment of the Company, or (iv) violating tariff Rules and Regulations which endanger the safety of a person or the integrity of the Company's distribution system. Prior to restoration of service terminated for any of these reasons, the Company may require a payment in advance of all arrearages, applicable deposit, and a reconnect charge equal to the Company's service charge for 1/2 hour plus one month's customer charge except where it has become necessary to remove the service pipe or connection to discontinue service, in which case service will be restored on payment to the Company of the costs of discontinuance and restoration.

For Residential Customers, the Company will accept the following as verification of household income in determining the eligibility of an account under Chapter 56 for termination during the period of December 1 through March 31: (i) recent pay stubs or W-2 forms, (ii) access card or statement from Department of Public Welfare ("DPW"), (iii) if the Residential Customer has no income, then a notarized statement of how living expenses are managed and paid for, (iv) if a source of income is rental income, then a verified copy of rent receipt(s), (v) if the Residential Customer receives social security payments, pension payments, disability payments, Supplemental Security Income (SSI) payments, or any other source of fixed income with direct deposit, then a copy of bank statement or benefit letter, (vi) child support and/or alimony support verification letter, (vii) if the Residential Customer receives payments from unemployment benefits or workers' compensation, then a copy of the determination letter or check stub, (viii) previous year's income tax statement, (ix) a filed 1099 form showing any interest income, annuity or dividends, and (x) a verification letter from DPW of any approved cash or crisis grant applicable to the current heating season.

- (C) 11.2 Discontinuance of Service by Customer. Discontinuance of service shall mean the cessation of service with the consent of Customer. Any Customer who is about to vacate any premises supplied with gas service or wishes to have service discontinued for any reason shall give at least seven (7) days written notice to the Company and any non-Customer occupant of the premises to which service is being supplied, specifying the date on which it is desired that service be discontinued. If a Residential Customer requests a discontinuance of service at the Residential Customer's residence, and the Residential Customer and the members of the Residential Customer's household are the only Occupants, the Company may discontinue service without additional notice to the affected premise. If a Customer (other than a landlord ratepayer) requests discontinuance of service at either (i) a dwelling other than the Customer's residence, or (ii) at a single meter, multi-family residence, whether or not the Customer's residence, then the Customer must state in writing (under penalty of law) that the premises are unoccupied. If the premises are occupied, the Customer's written notice requesting discontinuance of service must be endorsed by all affected Occupants. If the foregoing conditions are not met, the Company may discontinue service at the affected premises upon notice to the affected premises in accordance with Chapter 56. The Customer shall be liable for gas consumed until transfer of the account or the meter shut off. When discontinuance of service by customer is for a period of less than twelve (12) months, the Company may require a payment of an amount equal to the Company's service charge for 1/2 hour plus payment of customer charges for each month the service has been discontinued in order to have the service restored.

(C) Indicates Change

(C) **RULES AND REGULATIONS (Continued)**

11. TERMINATION OR DISCONTINUANCE OF SERVICE

- (C) 11.3 If service to any non-residential Customer is discontinued for the reasons set forth in Sections 11.1 (Termination of Service) or 11.2 (Discontinuance of Service by Customer) hereof, the Company shall not be under any obligation to resume service to the same Customer at the same premises within twelve months unless it shall receive payment of an amount equal to the minimum bill for each month of the intervening period in addition to the Company's service charge for 1/2 hour.

12. GENERAL

- 12.1 Service Continuity. The Company will use reasonable diligence to provide a regular and uninterrupted supply of gas. Should the supply of service be interrupted by the Company for the purpose of making repairs, changes or improvements in any part of its system for 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 accident, strike, legal process, State or Municipal interference, or any other cause whatsoever beyond its control, the Company shall not be liable for damages, direct or consequential, resulting from such interruption or failure.
- 12.2 Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on Company's time.

(C) Indicates Change

RULES AND REGULATIONS (Continued)

13. SECTION 1307(f) PURCHASED GAS COSTS (Continued)

13.4 Filing with Pennsylvania Public Utility Commission; Audit; Rectification. Each year the Company shall file a statement which reconciles the total fuel revenue with the total fuel cost and explains any difference between incurred cost and allowed cost, consistent with the Company's least cost procurement policy. Charges under the above rate schedule are subject to upward or downward adjustment to correct prior period differences between actual fuel costs and the fuel costs reflected in rates allowed by the Commission.

(C) 13.5 Migration Rider. This Migration Rider provides for a method under Section 1307 (f) of the Public Utility Code for the recovery of the experienced net under / overcollection of purchased gas costs from Customers who shifted from PGC(1) or PGC(2) retail service to Delivery Service or service under Rates RT, NT and CT on or after December 1, 1998. Except for customers served under Rates RT, NT and CT, the Company may waive this rider for customers with competitive conditions.

The Migration Rider Rate for PGC(1) and PGC(2) shall equal the current Section 1307(f) rates less the C-Factors (projected cost of gas) as approved in the Company's most recent Section 1307(f) natural gas cost proceeding. All revenue recovered under this rider will be credited to the Company's Section 1307(f) mechanism. The recovery period for the experienced net over/(under) collection of purchased gas costs from a Customer to whom this rider applies will be one year from the date on which a Customer last shifted from retail service to delivery service.

Customers that have received transportation service from the Company for at least twelve consecutive months and that transfer to service under Rate R, GL, N, BD or CIAC shall not be charged the associated PGC Gas Cost Adjustment for a period of twelve months.

Applicable Surcharges	<u>\$/MCF</u>
Rate R Customers Shifting from PGC-1	\$0.4941
All other Customers Shifting from PGC-1	\$0.4867
Customer Shifting from PGC-2	\$(0.3565)

(C) Indicates Change

14.A. RIDER LISHP - LOW INCOME SELF HELP PROGRAM**Applicable Rates**

- (C) This Rider shall be applicable to all Residential Customers except customers in the Company's Low Income Self Help Program (LISHP).

Character of Rate

This Rider has been established to recover costs related to the Company's LISHP.

Rate

In addition to the charges provided in this tariff, an amount shall be added to the otherwise applicable charge for each Mcf of sales volumes or distribution volumes distributed by the Company to Customers receiving service under Rate Schedules R, RT, or successor rate schedules, as provided below.

Rate per Mcf
R/RT \$0.0637

Provided, however, that no charge shall be applicable to Customers enrolled in the Company's LISHP.

Calculation of Rate

The Rider LISHP shall be determined as follows:

- 1) For up to 4,000 LISHP participants, calculate the LISHP shortfall (the difference between the total residential sales service rate and the LISHP rate based upon the current discounts at normalized annual volumes of the then-current LISHP participants, less LIHEAP energy assistance received) in excess of \$752 per LISHP participant (but in no event shall this amount be less than zero); and
- 2) Add base rate increase amounts permitted under paragraph 11.g.(3) of the restructuring settlement approved by the Pennsylvania Public Utility Commission at Docket No. R-00994786 (Order entered March 14, 2001); and
- 3) Add LIURP amounts permitted under paragraph E (5) of the Terms and Conditions of the Joint Exceptions in Settlement of the Acquisition Proceeding approved by the Pennsylvania Public Utility Commission at Docket No. A-120011F2000 (Order entered August 18, 2006); and
- 4) For existing LISHP participants in excess of 4,000, calculate the total LISHP shortfall; and
- 5) Calculate the total LISHP participant application costs; and
- 6) To the extent LISHP participant levels are in excess of 4,000, calculate one-half of the LISHP shortfall for projected customer additions to LISHP during the period that the LISHP Rider Rate will be in effect at the average discount of current LISHP participants at normalized annual volumes; and
- 7) Divide the sum of the amounts calculated pursuant to paragraphs 1 through 6 by the total annual projected throughput volumes of all residential non-LISHP customers established in the Company's most recent Purchased Gas Cost proceeding to determine the volumetric rate for Rider LISHP.

Quarterly Adjustment

The Rider LISHP shall be adjusted quarterly. Each quarter, the Company shall recalculate the Rider LISHP rate pursuant to the calculation described above to reflect the Company's current data for the components used in the LISHP rate calculation. The Company shall file the updated rate with the Commission to be effective one (1) day after filing.

(C) Indicates Change

RULES AND REGULATIONS (Continued)**15. EMERGENCY SERVICE AND CURTAILMENT OF SERVICE (Continued)***15.4 Notice of Restriction or Curtailment*

- (a) Notice of any restriction or curtailment shall be made to affected Customers or NGSs via methods and mediums most reasonably expected to accomplish such notice; these may include, but are not limited to: telephone, facsimile or electronic data exchange. If necessary, the Company will make notice through the media in order to communicate specific requests to large groups of Customer categories that are affected, including any relevant geographic limitations.
- (b) It is the Customer's or NGS's responsibility to provide the Company with appropriate contact information, and to keep such information updated, in order to assure timely and efficient notices can be provided.
- (c) The Company shall endeavor to provide the maximum notice time possible in the event of any notice of restriction or curtailment.
- (d) The Company shall provide specific restriction or curtailment notices stating gas usage reduction percentages, absolute usage allowances or other reduction actions. In addition, the Company shall specify compliance timelines and restriction or curtailment durations as appropriate for the *circumstance*.

- 15.5 Emergency Allocation. The Company reserves the sole right to authorize exemptions in cases of verified Customer emergency situations affecting health and welfare.

15.6 Definition of Terms

- (C) (a) Residential Use - Gas usage in a residential dwelling or unit for space heating, air conditioning, cooking, water heating, or other domestic purposes; all Residential Customers served under Rates R, RT and GL and apartments served under Rate N, NT, CIAC or CT, or subsequent rates classified by the Company as residential.
- (b) Firm Service – Natural gas service offered by the Company to Customers under tariffs or contracts that anticipate no interruptions. Such schedules are Rate R, RT, GL, CIAC, CT, N, NT, DS, BD, LFD, XD and the firm options of Rate CDS or subsequent firm rate schedules.

(C) Indicates Change

RATE R

GENERAL SERVICE – RESIDENTIAL

AVAILABILITY

- (C) This Rate applies to all Residential Customers in the entire gas service territory of the Company. A
- (C) Residential Customer shall be defined as a Customer using natural gas in (1) a one or two-family dwelling, (2) separately metered apartments of a multiple dwelling, or (3) premises used as a single family dwelling and for one or more business uses, provided the proprietor of the business resides in the single family dwelling, and the business uses less than fifty percent of the anticipated gas usage served through a single meter. Service will be supplied only where the Company's facilities are suitable to the service desired.

STANDBY AVAILABILITY

- (C) Where service is provided under this Rate to any Residential Customer utilizing natural gas as a backup, auxiliary or temporary fuel, a Standby Surcharge shall apply. For purposes of applying the Standby Surcharge, backup, auxiliary or temporary functionality shall be determined at the Company's sole discretion where natural gas is being utilized as a backup heating fuel to any other fuel service.

MONTHLY RATE TABLE

Customer Charge:

\$8.55 per customer

Plus

Distribution Charge:

First 5,000 cubic feet - \$0.33374 per 100 cubic feet
Over 5,000 cubic feet - \$0.26926 per 100 cubic feet

Plus

Natural Gas Supply Charge:

As Stated in Section 13.1

Plus

Gas Cost Adjustment

As stated in Section 13.1

Plus, if Standby:

Customer Charge Surcharge: \$6.764 per Customer
Plus

Commodity Charge Surcharge: \$0.0600 per 100 cubic feet

(C) Indicates Change

RATE RT

GENERAL SERVICE – RESIDENTIAL TRANSPORTATION

AVAILABILITY

- (C) This Rate applies to all Residential Customers in entire gas service territory of the Company who are served by a qualified Choice Supplier receiving service under Rate AG. A Residential Customer shall be defined as a Customer using natural gas in (1) a one or two-family dwelling, (2) separately metered apartments of a multiple dwelling, or (3) premises used as a single family dwelling and for one or more business uses, provided the proprietor of the business resides in the single family dwelling, and the business uses less than fifty percent of the anticipated gas usage served through a single meter. Service will be supplied only where the Company's facilities are suitable to the service desired.

STANDBY AVAILABILITY

- (C) Where service is provided under this Rate to any Residential Customer utilizing natural gas as a backup, auxiliary or temporary fuel, a Standby Surcharge shall apply. For purposes of applying the Standby Surcharge, backup, auxiliary or temporary functionality shall be determined at the Company's sole discretion where natural gas is being utilized as a backup heating fuel to any other fuel service.

MONTHLY RATE TABLE

Customer Charge:

\$8.55 per customer

Distribution Charge:

First 5,000 cubic feet - \$0.33374 per 100 cubic feet
Over 5,000 cubic feet - \$0.26926 per 100 cubic feet

Plus, if Standby:

Customer Charge Surcharge: \$6.764 per Customer

Plus

Delivery Charge Surcharge: \$0.0600 per 100 cubic feet

The State Tax Surcharge, the Surcharge for Recovery of Transition Costs, the Migration Rider Surcharge and the Rider LISHP, as set forth in the Rules and Regulations apply to the above rates.

(C) Indicates Change

RATE N

GENERAL SERVICE - NON-RESIDENTIAL

AVAILABILITY

- (C) This Rate applies in the entire territory served by the Company and is available to all Customers, except Residential Customers, using gas for any purpose. Service will be supplied only where the Company's facilities and the available quantity of gas are suitable to the service desired. Rate N service may not be applied to supplement or back up interruptible service under Rates IS, IL or DS, except to the extent of needs for plant protection use. Service to the same customer under Rates N and Rates IS, IL or DS, or service to a new customer having an annual usage of 4,000 Mcf or greater after October 1, 2000, or, transfers of a customer or customer load from Rates IS or IL or DS to Rate N or transfers of a customer having an annual use of 4,000 Mcf or greater from Rates NT to Rate N shall be permitted only as determined by the Company, and subject to reasonable limitations.

STANDBY AVAILABILITY

Where service is provided under this Rate to any non-residential customer utilizing natural gas as a backup, auxiliary or temporary fuel, a Standby Surcharge shall apply. For purposes of applying the Standby Surcharge, backup, auxiliary or temporary functionality shall be determined at the Company's sole discretion where natural gas is being utilized as a backup heating fuel to any other fuel service.

MONTHLY RATE TABLE

Billing Period:

April through October

November through March

Customer Charge:

\$8.55 per Customer

\$8.55 per Customer

Plus

Distribution Charge:

First 25 MCF @ \$4.0560 per MCF

First 25 MCF @ \$4.0560 per MCF

Next 475 MCF @ \$3.5601 per MCF

Next 475 MCF @ \$3.5601 per MCF

Over 500 MCF @ \$2.3194 per MCF

Over 500 MCF @ \$2.4666 per MCF

Plus

Natural Gas Supply Charge:

As Stated in Section 13.1

Plus

Gas Cost Adjustment:

As Stated in Section 13.1

(C) Indicates Change

RATE NT

GENERAL SERVICE - NON-RESIDENTIAL TRANSPORTATION

AVAILABILITY

- (C) This Rate applies in the entire territory served by the Company and is available to all Customers who are served by a Choice Supplier receiving service under Rate AG, except Residential Customers, using gas for any purpose. Service will be supplied only where the Company's facilities and the available quantity of gas are suitable to the service desired. Rate NT service may not be applied to supplement or back up interruptible service under Rates IS, IL or DS, except to the extent of needs for plant protection use. Service to the same customer under Rate NT and Rates IS, IL or DS and transfers of a customer or customer load from Rates IS, IL or DS to Rate NT shall be permitted only as determined by the Company, and subject to reasonable limitations.

STANDBY AVAILABILITY

Where service is provided under this Rate to any non-residential customer utilizing natural gas as a backup, auxiliary or temporary fuel, a Standby Surcharge shall apply. For purposes of applying the Standby Surcharge, backup, auxiliary or temporary functionality shall be determined at the Company's sole discretion where natural gas is being utilized as a backup heating fuel to any other fuel service.

MONTHLY RATE TABLE

Billing Period:	<u>April through October</u>	<u>November through March</u>
Customer Charge:	\$8.55 per Customer	\$8.55 per Customer
Plus		
<u>Distribution Charge:</u>		
First 25 MCF @	\$4.0560 per MCF	First 25 MCF @ \$4.0560 per MCF
Next 475 MCF @	\$3.5601 per MCF	Next 475 MCF @ \$3.5601 per MCF
Over 500 MCF @	\$2.3194 per MCF	Over 500 MCF @ \$2.4666 per MCF

Plus, if Standby:

Customer Charge Surcharge: \$42.37 per Customer

Plus

Commodity Charge Surcharge: \$0.478 per MCF

The State Tax Surcharge, the Surcharge for the Recovery of Transition Costs and the Migration Rider Surcharge as set forth in the Rules and Regulations applies to the above rates.

(C) Indicates Change

Redline Version of Supplement 91 Tariff Changes for UGI Utilities, Inc.

Tariff- Gas Pa. P.U.C. No. 5

1.2 Application. The Tariff provisions apply to everyone receiving gas service from the Company, and the lawful receipt of gas service shall constitute the receiver a "Customer" of the Company.

2.1 Standard Service Contract. A written application for gas service may be required from each ~~Customer~~ Applicant and for each service location. An application for service upon acceptance by the Company constitutes a contract between the Company and the Customer. The term "Applicant" shall mean any person, corporation or other entity that (i) desires from the Company natural gas or any other service provided for in this Tariff at a specific location, (ii) complies completely with all Company requirements for obtaining natural gas or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet lawfully receiving from the Company any service provided for in this Tariff at such location. For residential utility ~~service~~ customers, the term "a Residential Applicant" shall mean any Applicant who is (i) a natural person at least 18 years of age not currently receiving service who applies for residential service, or (ii) any adult eOccupant whose name appears on the mortgage, deed or lease of the property for which the residential service is requested. The term "Residential Applicant" shall not include a Residential Customer who seeks to transfer service within the Company's service territory. The term "Occupant" shall mean a natural person who resides in the premises to which gas service is provided. The term "Residential Customer" shall mean a Customer who is either (i) a natural person at least 18 years of age in whose name a residential account is listed and who is primarily responsible for payment of bills rendered for the service, or (ii) any adult eOccupant whose name appears on the mortgage, deed or lease of the property for which residential service is requested or provided. A Residential Customer shall remain a Customer after discontinuance or termination of service until the final bill for service is past due.

2.4.1 Selection of Rate Schedule. When the characteristics of usage or service conditions of an ~~applicant~~ Applicant or Customer are such that more than one rate schedule is available, the ~~applicant~~ Applicant or Customer shall select the schedule to be applied. Upon request, the Company will assist to a reasonable extent in selecting the most advantageous schedule. For Customers changing schedules, the Company will bill the Customer under the selected rate beginning with the date of the next scheduled meter reading following notification of the selected rate. When service under a Demand Charge rate commences prior to the installation of equipment for determining the Customer's demand, the Customer's demand for billing purposes will be estimated by the Company.

2.6 ~~Unauthorized Use of Service. The use of service without notifying the Company and enabling it to read its meters will render the user liable for any amount due for service supplied to the premises from the time of the last reading of the meter, immediately preceding his occupancy, as shown by the Company's books. Unauthorized use of service or service obtained under false pretense may be terminated by the Company without notice. Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing unmetered service that flows through a device connected between a service line and customer-owned facilities and unauthorized service restoral.~~

2.7 User Without Contract. A natural person who takes or accepts gas service without the knowledge or approval of the Company, other than the Unauthorized Use of Service as defined in Section 2.6.

2.87 Compliance with Availability Provisions. The use of the Company's service shall not be for any purpose other than that covered by the availability provisions of the rate under which service is supplied.

2.89 Resale of Gas. Gas service is provided upon the express condition that it shall be supplied exclusively by the Company and that the Customer shall not sell, or otherwise dispose of, the gas or any part thereof without the written consent of the Company.

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3.1(a) Deposits for Non-Residential Accounts. A cash deposit may be required from an applicant/non-residential Applicant to secure payment of bills for regulated distribution service. ~~The Company may require an existing residential Customer to post a deposit to reestablish credit whenever the Customer has been delinquent in the payment of any two (2) consecutive bills or three (3) or more bills within the preceding twelve (12) months and otherwise as permitted under the Commission's regulations at 52 Pa. Code Chapter 56.~~ In addition, the Company may require a deposit, letter of credit or other adequate assurance of payment, or any combination thereof, from a non-residential Customer if the Customer has been delinquent in payment of any bill in the preceding twelve (12) months or the Company otherwise has reasonable grounds to require security for payment of bills. ~~3.1(b) Credit Standing.~~ In evaluating a non-residential eCustomer's credit standing, factors to be considered include, but are not limited to, average monthly consumption, average monthly bill for regulated distribution service, evaluations by credit rating services, payment history with the Company during the prior twelve-month period and payment history and credit standing with lenders or other providers of utility services or providers of other goods or services.

3.1 (b) Deposits for Residential Accounts. The Company may require a cash deposit from a Residential Applicant or Residential Customer to secure payment of bills for regulated distribution service based upon the following:

(i) A Residential Applicant or Residential Customer whose service was terminated for any of the following reasons: (1) Nonpayment of an undisputed delinquent account; (2) failure to complete payment of a deposit, providing a guarantee or establish credit; (3) failure to permit access to meters, service connections or other property of Company for the purposes of replacement, maintenance, repair, or meter reading; (4) Unauthorized Use of Service on or about the affected dwelling; (5) failure to comply with the material terms of a payment agreement; (6) fraud or material misrepresentation of identity for the purposes of obtaining utility service; (7) tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other Company equipment; or (8) violating tariff provisions on file with the PUC so as to endanger the safety of a person or the integrity of the Company's delivery system.

(ii) Any Residential Applicant who is unable to establish creditworthiness to the satisfaction of Company through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that falls within the range of general industry practice and specifically assesses the risk of utility bill payment.

(iii) A Residential Customer who fails to comply with the material terms or condition of a settlement or payment agreement.

(iv) A Residential Customer who has been delinquent in the payment of two (2) consecutive bills, or three (3) or more bills within the preceding twelve (12) months.

(v) The Company has established separate credit procedures and standards for Residential Applicants and Residential Customers who are victims with a protection from abuse order. These procedures shall be publicly posted on the Company's website and maintained on file in each of the business offices of the Company and made available, upon request, for inspection by members of the public.

3.2 Amount of Deposit. ~~The deposit shall not be more than the bill for regulated distribution service for the estimated usage for two (2) average monthly billing periods where the average monthly usage is computed as 1/12 of the estimated most recent consumption for a twelve-month period.~~ For Residential Applicants, the amount of the cash deposit shall not be more than 1/6 of a Residential Applicant's estimated annual bill, with such estimated annual bill determined at the time the deposit is required. In lieu of a cash deposit from a Residential Applicant, the Company may accept a written third-party guaranty on behalf of the Residential Applicant, provided that the guarantor establishes credit with the Company under Section 3.1(b) and the terms of the written guaranty are approved in writing by the Company, with such approval not to be unreasonably withheld. For Residential Customers, the amount of the cash deposit shall not be more than the estimated charges for service based on the Residential Customer's prior consumption for the period equal to one average billing period plus one average month, not to exceed two (2) months. Deposit amounts for Residential Applicants and Residential Customers may include Natural Gas Supplier charges where such Supplier is a participant in the Company's Purchase of Receivables program. For non-residential Customers,

the deposit shall not be more than the bill for the estimated usage for one average monthly billing period plus that for the highest monthly billing period within the most recent twelve (12) months.

3.3 Payment Period for Deposits.

(a) Any Applicant seeking to establish service at a new or different service location, and any non-residential Applicant seeking to reconnect service at the same service location previously terminated or discontinued, shall pay the required deposit in full prior to the provision of service.

(b) Any Residential Applicant or Residential Customer seeking to reconnect service at the same service location previously terminated or discontinued, from whom the Company requires a deposit as a condition of reconnection of service in accordance with 52 Pa. Code § 56.191, shall pay at least 50% of the required deposit prior to the reconnection of service, with 25% of the required deposit to be billed by the Company 30 days after reconnection of service and the remaining 25% billed 60 days after the reconnection of service. Nothing shall preclude the Residential Applicant or Residential Customer from electing to pay the deposit in full before or on the due date.

(c) Any Customer receiving service from the Company shall pay the required deposit in full on or before the due date; provided that, a Residential Customer may elect to pay the required deposit in three installments as follows: 50% of the required deposit billed upon the determination by the Company under Section 3.1(b)(iii) or (iv) above that the deposit is required, with 25% to be billed by the Company 30 days after the determination and the remaining 25% billed 60 days after the determination.

3.43 Deposit Hold Period for Residential Customers and Refund of Deposit. A deposit secured from a residential Customer shall be returned after the Customer has paid bills for regulated distribution service for twelve (12) consecutive months without having service terminated and without having paid the bill after the due date or other permissible period on more than two (2) occasions. The Company shall then refund any cash deposit, plus interest accrued, so long as the Customer currently is not delinquent. The Customer may elect to have the deposit applied to the account in order to reduce bills for service in lieu of a cash refund. Company may hold a deposit on a Residential Customer's account until the later of (a) when the Residential Customer establishes a timely payment history, as established by timely and in full payments for twelve (12) consecutive months; or (b) a maximum period of twenty-four (24) months (the "Deposit Hold Period"). At the end of the Deposit Hold Period, Company shall credit the deposit, plus accrued interest, to the Residential Customer's Account. Deposits credited after the end of the Deposit Hold Period shall first be applied to any past due amounts. If service is terminated or discontinued before the end of the Deposit Hold Period, Company shall deduct any outstanding balance from the deposit and return any positive balance to the Residential Customer within sixty (60) days. Deposits secured from non-residential Customers will be refunded when the non-residential Customer discontinues service and has no unpaid bills or at Company's sole discretion. Upon termination or discontinuance of service, the Company shall promptly apply the deposit, including accrued interest, to any outstanding balance for service and refund the remainder to the non-residential Customer.

3.5 Adjustments. The amount of the deposit may be adjusted when there is a change in consumption that will significantly change the amount of the deposit as computed in Rule 3.2.

3.64 Interest on Deposits. Deposits from all customers shall bear simple interest at the rate of six percent (6%) per annum. Deposits shall cease to bear interest upon termination or discontinuance of service.

3.75 Prior Debts and Transfer of Accounts

(a) Residential. For residential service, the Company may permit transfer of accounts, require transfer of unpaid balances for prior service, and condition service upon payment of unpaid balances in accordance with the Commission's regulations at 52 Pa. Code, Sections 56.16 and 56.35. As a condition of furnishing, transferring or reconnecting service to a Residential Applicant or Residential Customer, the Company may require payment of any outstanding balance which accrued within the past four years on any account for which the Residential Applicant or Residential Customer is legally responsible. The foregoing four-year limitation shall not apply if

the outstanding balance includes past due amounts that the Company was not aware of due to Unauthorized Use of Service, fraud or theft; in which case, the Company may require payment of all such past due amounts without regard to the four-year limitation. The Company may render a make-up bill to a Residential Customer for previously unbilled service which accrued within the past four (4) years resulting from billing error, meter failure, leakage that could not reasonably have been detected or loss of service. If the make-up bill exceeds the otherwise normal estimated bill for the billing period during which the make-up bill is issued by at least 50% or at least \$50, whichever is greater, the Company shall at the option of the Customer, amortize the bill at least as long as: (i) the period during which the excess amount accrued; or (ii) necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%.

(c) The Company may utilize all means of determining an Applicant's or Customer's liability for any outstanding balances, including, but not limited to, the following: (1) use of Company records that contain confidential information previously provided to the Company, (2) information contained on a valid mortgage, lease or deed, (3) other information contained in the Company's records that indicate that the Applicant was an adult Occupant during the time the balances accrued, (4) use of commercially available consumer credit reporting service, (5) use of commercially available skip tracing software that contains records of names and addresses, and (6) use of information contained in credit reporting data utilized by the Company.

3.86 Security from Large Volume Customers

8.4 Automatic Meter Reading. The term "Automatic Meter Reading" or "AMR" shall mean metering using technologies that automatically read and collect data from metering devices and transfer that data to a central database for billing and other purposes and does not include Remote Meter Reading Devices (defined herein). All meter readings by an AMR shall be deemed actual readings. The term "Remote Meter Reading Devices" shall mean a device which by electrical impulse or otherwise transmits readings from a meter, usually located within a residence, to a more accessible location outside a residence, and does not include AMR and devices that permit direct interrogation of the meter.

9.1 Billing Period. Residential Customers will be billed monthly. The Company may elect to bill non-residential Customers monthly or bi-monthly. In circumstances where the Company may require a deposit or other adequate assurance of payment from a non-residential Customer, the Company may, without adjusting the amount of the deposit or other form of security, read the Customer's meter and render bills at shorter intervals. When different base rate prices apply to usage during a billing cycle, and usage is not metered daily, usage will be presumed to occur at a level rate throughout the period for purposes of billing. All Customers will receive an estimated bill during the non-reading billing period. When the Company is unable at any regular reading date to gain access to the meter, the Company may render an estimated bill. For Residential Customers, the billing month is a period of not less than 26 or greater than 35 days. An initial bill for a new Residential Customer may be less than 26 days or greater than 35 days; provided however, if an initial bill exceeds 60 days the Residential Customer shall be given the opportunity to amortize the amount over a period equal to the period covered by the initial bill without penalty. A final bill due to the discontinuance may be less than 26 days or greater than 35 days but may never exceed 42 days. In cases involving termination, a final bill may be less than 26 days. In addition, bills for less than 26 days or more than 35 days shall be permitted if they result from rebilling initiated by the Company or Customer dispute to correct a billing problem. Bills for less than 26 days or more than 35 days shall be permitted if they result from a meter reading route change initiated by the Company.

9.2 Equal Monthly Payment Plan Budget Billing. Residential Heating Customers served under Rate R and Rate RT may elect an optional billing procedure which averages the estimated Company regulated service costs over a revolving twelve (12) month Budget Billing plan Equal Monthly Payment (EMP) plan. These customers will be billed for the use of gas during the next eleven (11) months beginning with whatever month that they select. UGI will review the EMP Budget Billing amount on the fourth (4th), seventh (7th) and tenth (10th) months during the term of the first eleven (11) months, adjusting upward or downward the EMP Budget Billing amount based on actual usage to date and projected usage to the close of the twelve (12) month Budget Billing plan EMP. The twelfth bill will be for usage for the month, with an adjustment for the difference between payments made and actual charges for gas service for the prior eleven (11) months, inclusive. At the conclusion of the budget billing year, any

~~resulting reconciliation amount exceeding \$100 may be amortized over a twelve (12) month period upon Residential Heating Customer request. The new revolving EMP also has a roll-over feature, based on criteria for different ranges of EMP amounts, that could roll-over three-fourths of the customers adjusted bill into the first three (3) months of the new budget season's EMP amount and one-fourth with their twelfth (12th) month close-out bill.~~

The optional twelve (12) month EMP Budget Billing plan, as described above, is available to Commercial and Industrial Heating Customers served under Rate N or Rate NT provided that at least seventy-five (75) percent of the Customer's total gas consumption is for space heating. If a Customer has an unpaid balance equal to the amount of two (2) Equal Monthly Payment Budget Billing plan bills, billing under this plan may be terminated by the Company.

HUD Financed Housing: Budget billing for Service, as described above, is available to master metered multifamily dwelling units during the time that such unit is either owned by the Federal Department of Housing and Urban Development or subject to a first mortgage held or guaranteed by that agency.

- 9.3 Payment Period. The due date for payment of a ~~Residential Customer's~~ bill shall be not less than twenty (20) days from the date of mailing and fifteen (15) days for a non-residential bill with the exception that bills to the Commonwealth of Pennsylvania, the Government of the United States, or any of their agencies, and elementary and secondary schools shall be due thirty (30) days after the date of mailing.

For all billings, if the due date for payment should fall on a Saturday, Sunday, bank holiday or any other day when offices of the Company where payments are regularly received are not open to the general public, the due date shall be extended to the next business day. Failure to receive a bill will not release the Customer from payment obligations.

- 9.3.1 Due Date Extension Program. Residential Customers meeting the qualification requirements of the Due Date Extension Program shall, upon written application, have the due date for payment of bills for service to their personal residence extended. To qualify, ~~applicant~~ Applicants must submit proof that their sole source of support, and that of others in their household, is derived from a permanent fixed income plan, issuing monthly checks. Under the program, the due date for payment on a bill normally falling due between the sixth day of the month and the twentieth day of the month shall be extended to the first working day after the twentieth of the month. The due date for payment on a bill normally falling due between the twenty-first day of the month and the fifth day of the following month, shall be extended to the first working day after the fifth day of the latter month. Initial applications for due date extensions must be made at Company offices.

- 9.4. Company Late Payment Charge. After the due date, a late payment charge is applicable in accordance with provisions of the ~~Rate Schedule~~ under which service is supplied. For all service this shall be the late payment charge.

The late payment charge on residential service will be calculated on the overdue portions of the Company's regulated share of the bill only and shall not be charged against any sum that falls due during a current billing period. For Residential Customer payments made through the mail, the Company shall not impose a late payment charge unless payment is received more than 5 days after the due date.

The Company may waive the collection of the late payment charge and accept the net amount of an overdue bill for any Customer once in each calendar year for reasons deemed by the Company to be good and sufficient.

- 9.5 ~~Date of Payment by Mail~~. When Residential Customers' bills are paid through the mail, the date of the postmark will be considered the date of payment. When Residential Customers' bills are paid through electronic transmission, the effective date of payment shall be the date of actual receipt of payment by the Company. When Residential Customers' bills are paid at a branch office or an Authorized Payment Agent, the effective date of payment shall be the date of actual receipt of payment at that location. For purposes of this section, an "Authorized Payment Agent" shall mean an agent expressly authorized by Company to accept payments from Customers on Company's behalf.

- 9.6 Payment Made to Collector Charge. When a customer pays the collector to avoid termination at their business or residence, a seven dollar (\$7) service fee is due and payable.
- ~~9.8 High Bill Investigation. Any Customer requesting an on-site high bill investigation will be assessed the Company's service charge for 3/4 hour. If the investigation detects a metering error, the service charge will be waived.~~
- 9.89 Billing History. Any Customer requesting usage and/or billing information for a period in excess of the most recent thirty (30) months will be assessed a service charge of fifteen dollars (\$15).
- ~~9.910 LIFSO (Landlord If Shut Off). Landlords may elect this optional program which transfers natural gas service to the landlord each time a customer notifies the Company it has vacated the landlord's rental property. The Company may impose a twenty dollar (\$20) handling fee for all LIFSO accounts, but not exceeding \$100 annually per landlord.~~
- ~~9.1011 Payment Refunds. Refunds due customers greater than two dollars (\$2) shall be mailed to the Customer. Refunds less than two dollars (\$2) may be picked up at the office within sixty (60) days. After sixty (60) days, the refund shall be applied to Operation Share.~~
- ~~9.1112 Turn On Charge. The Company may assess its service charge for 1/2 hour if the natural gas flow to the property has been discontinued.~~
- ~~9.1213 Shut Off Charge. The Company may assess its service charge for 1/4 hour if the Customer requests that natural gas service to the property be discontinued, thereby resulting in service being shutoff. When requesting a shutoff, if the Customer elects to read the meter and the Company accepts the customer's final meter reading, the foregoing service charge will not apply.~~
- ~~9.1314 Set Meter Charge. The Company may assess its service charge for 3/4 hour if a meter must be installed to initiate or reinstitute natural gas service to the customer.~~
- ~~9.1415 Change of Customer Charge. The Company may assess its service charge for 1/4 hour if the new party requesting service requests the Company to read the meter. The charge does not apply if the Company accepts the Customer's meter reading.~~
- 9.156 Application of Payments for Rates RT, NT and CT. Where Company renders a bill for natural gas supply service on behalf of a Choice Supplier and a partial payment is received, the partial payment shall first be applied to pre-retail access Company balances and then to post-retail access balances. In the event a customer has a pre-retail access Company balance, partial payment shall be applied in the following order of priority:
1. First to outstanding pre-retail access Company balances, or the installation amount on a payment agreement with Company on this balance; then to
 2. Current regulated Company charges; then to
 3. Choice Supplier supply charges; then to
 4. Non-Basic Service charges; then to
 5. Hardship Energy Fund contributions.
- In the event a Customer develops a post-retail access balance, partial payment shall first be applied to the pre-retail access Company balances in the order of priority specified above. Thereafter, partial payment shall be Company applied in the following order of priority:
1. First to outstanding post-retail access Company Balances, or the installation amount on a payment agreement with Company on this balance; then to
 2. Current regulated Company charges; then to
 3. Choice Supplier service charges; then to
 4. Non-Basic service charges; then to
 5. Hardship Energy Fund contributions.

Where Company renders a budget bill on behalf of a Choice Supplier for Natural Gas Supply service, partial payments shall be applied on a pro rata basis after outstanding pre-retail access balances and post retail access balances have been paid in accordance with the orders of priority specified above.

For purposes of this Section, pre-retail access balances means outstanding account balances incurred prior to Customer transferring to Rate RT, NT or CT.

For purposes of this Section, post-retail access balances means outstanding account balances incurred after Customer transfers to Rate RT, NT or CT.

11. TERMINATION OR DISCONTINUANCE OF SERVICE

- 11.1 ~~Discontinuance for Default (Termination of Service).~~ Termination of service shall mean the cessation of service, whether temporary or permanent, without the consent of Customer. The Company may ~~discontinue~~ terminate service on reasonable notice and remove its equipment in case of (i) nonpayment of an undisputed delinquent account, (ii) failure to complete payment of a deposit, provide a guarantee of payment or establish credit, (iii) failure to permit access to meters, service connections or other property for the purpose of replacement, maintenance, repair or meter reading, (iv) failure to comply with the material terms of a payment agreement, or (v) violation of tariff Rules and Regulations. ~~non-payment of Company regulated charges or for violation of Rules and Regulations. The Company will discontinue service for non-payment of undisputed Company regulated charges, whether or not the Company bills for charges for Choice Supplier. The Company may~~ terminatediscontinue ~~service~~ without notice for (i) Unauthorized Use of Service delivered on or about the affected dwelling, (ii) fraud or material misrepresentation of the customer's identify for the purpose of obtaining service, (iii) abuse of or tampering with the meters, connections or other equipment of the Company, or (iv) violating tariff Rules and Regulations which endanger the safety of a person or the integrity of the Company's distribution system. ~~abuse, fraud or tampering with the meters, connections or other equipment of the Company. Prior to restoration of service~~ terminatediscontinued ~~for any of these reasons, the Company may require a payment in advance of all arrearages, applicable deposit, and a reconnect charge equal to the Company's service charge for 1/2 hour plus one month's customer charge except where it has become necessary to remove the service pipe or connection to discontinue service, in which case service will be restored on payment to the Company of the costs of discontinuance and restoration.~~

For Residential Customers, the Company will accept the following as verification of household income in determining the eligibility of an account under Chapter 56 for termination during the period of December 1 through March 31: (i) recent pay stubs or W-2 forms, (ii) access card or statement from Department of Public Welfare ("DPW"), (iii) if the Residential Customer has no income, then a notarized statement of how living expenses are managed and paid for, (iv) if a source of income is rental income, then a verified copy of rent receipt(s), (v) if the Residential Customer receives social security payments, pension payments, disability payments, Supplemental Security Income (SSI) payments, or any other source of fixed income with direct deposit, then a copy of bank statement or benefit letter, (vi) child support and/or alimony support verification letter, (vii) if the Residential Customer receives payments from unemployment benefits or workers' compensation, then a copy of the determination letter or check stub, (viii) previous year's income tax statement, (ix) a filed 1099 form showing any interest income, annuity or dividends, and (x) a verification letter from DPW of any approved cash or crisis grant applicable to the current heating season.

- 11.2 Discontinuance of Service by Customer. Discontinuance of service shall mean the cessation of service with the consent of Customer. Any Customer who is about to vacate any premises supplied with gas service or wishes to have service discontinued for any reason shall ~~Customer must~~ give at least seven (7) days written notice to the Company and any non-ratepayerCustomer occupant of the premises to which service is being supplied, specifying the date on which it is desired that service be discontinued. If a Residential Customer requests a discontinuance of service at the Residential Customer's residence, and the Residential Customer and the members of the Residential Customer's household are the only Occupants, the Company may discontinue service without additional notice to the affected premise. If a Customer (other than a landlord ratepayer) requests discontinuance of service at either (i) a dwelling other than his-the Customer's residence, or (ii) at a single meter, multi-family residence, whether or not the Customer's residence, then the Customer must state in writing (under penalty of law) that the premises are unoccupied. If the premises are occupied, the Customer's written notice requesting discontinuance of service must be endorsed by all affected eOccupants. If the foregoing conditions are not met, the Company may discontinue service at the affected premises upon notice to the affected premises in accordance with Chapter 56. The Customer shall be liable for gas consumed until transfer of the account or the meter shut off. When discontinuance of service by customer is for a period of less than twelve (12) months, the Company may require a payment of an amount equal to the Company's

service charge for 1/2 hour plus payment of customer charges for each month the service has been discontinued in order to have the service restored.

11.3 If service to any non-residential Customer is discontinued for the reasons set forth in Sections 11.1 (~~Discontinuance for Default~~ Termination of Service) or 11.2 (Discontinuance of Service by Customer) hereof, the Company shall not be under any obligation to resume service to the same Customer at the same premises within twelve months unless it shall receive payment of an amount equal to the minimum bill for each month of the intervening period in addition to the Company's service charge for 1/2 hour.

13.5 Migration Rider. This Migration Rider provides for a method under Section 1307 (f) of the Public Utility Code for the recovery of the experienced net under / overcollection of purchased gas costs from ~~ratepayer~~ Customers who shifted from PGC(1) or PGC(2) retail service to Delivery Service or service under Rates RT, NT and CT on or after December 1, 1998. Except for customers served under Rates RT, NT and CT, the Company may waive this rider for customers with competitive conditions.

The Migration Rider Rate for PGC(1) and PGC(2) shall equal the current Section 1307(f) rates less the C-Factors (projected cost of gas) as approved in the Company's most recent Section 1307(f) natural gas cost proceeding. All revenue recovered under this rider will be credited to the Company's Section 1307(f) mechanism. The recovery period for the experienced net over/(under) collection of purchased gas costs from a ~~ratepayer~~ Customer to whom this rider applies will be one year from the date on which a ~~ratepayer~~ Customer last shifted from retail service to delivery service.

Customers that have received transportation service from the Company for at least twelve consecutive months and that transfer to service under Rate R, GL, N, BD or CIAC shall not be charged the associated PGC Gas Cost Adjustment for a period of twelve months.

14.A. RIDER LISHP - LOW INCOME SELF HELP PROGRAM

Applicable Rates

This Rider shall be applicable to all ~~residential customer~~ Residential Customers except customers in the Company's Low Income Self Help Program (LISHP).

15.6 Definition of Terms

- (a) Residential Use - Gas usage in a residential dwelling or unit for space heating, air conditioning, cooking, water heating, or other domestic purposes; all ~~residential Customer~~ Residential Customers served under Rates R, RT and GL and apartments served under Rate N, NT, CIAC or CT, or subsequent rates classified by the Company as residential.

RATE R

GENERAL SERVICE – RESIDENTIAL

AVAILABILITY

This Rate applies to all ~~residential Customer~~ Residential Customers in the entire gas service territory of the Company. A ~~residential Customer~~ Residential Customer shall be defined as a Customer using natural gas in (1) a one or two-family dwelling, (2) separately metered apartments of a multiple dwelling, or (3) premises used as a single family dwelling and for one or more business uses, provided the proprietor of the business resides in the single family dwelling, and the business uses less than fifty percent of the anticipated gas usage served through a single meter. Service will be supplied only where the Company's facilities are suitable to the service desired.

STANDBY AVAILABILITY

Where service is provided under this Rate to any ~~residential customer~~ Residential Customer utilizing natural gas as a backup, auxiliary or temporary fuel, a Standby Surcharge shall apply. For purposes of applying the Standby Surcharge, backup, auxiliary or temporary functionality shall be determined at the Company's sole discretion where natural gas is being utilized as a backup heating fuel to any other fuel service.

RATE RT

GENERAL SERVICE -- RESIDENTIAL TRANSPORTATION

AVAILABILITY

This Rate applies to all ~~residential Customer~~ Residential Customers in entire gas service territory of the Company who are served by a qualified Choice Supplier receiving service under Rate AG. A ~~residential Customer~~ Residential Customer shall be defined as a Customer using natural gas in (1) a one or two-family dwelling, (2) separately metered apartments of a multiple dwelling, or (3) premises used as a single family dwelling and for one or more business uses, provided the proprietor of the business resides in the single family dwelling, and the business uses less than fifty percent of the anticipated gas usage served through a single meter. Service will be supplied only where the Company's facilities are suitable to the service desired.

STANDBY AVAILABILITY

Where service is provided under this Rate to any ~~residential customer~~ Residential Customer utilizing natural gas as a backup, auxiliary or temporary fuel, a Standby Surcharge shall apply. For purposes of applying the Standby Surcharge, backup, auxiliary or temporary functionality shall be determined at the Company's sole discretion where natural gas is being utilized as a backup heating fuel to any other fuel service.

RATE N

GENERAL SERVICE - NON-RESIDENTIAL

AVAILABILITY

This Rate applies in the entire territory served by the Company and is available to all Customers, except ~~residential Customer~~ Residential Customers, using gas for any purpose. Service will be supplied only where the Company's facilities and the available quantity of gas are suitable to the service desired. Rate N service may not be applied to supplement or back up interruptible service under Rates IS, IL or DS, except to the extent of needs for plant protection use. Service to the same customer under Rates N and Rates IS, IL or DS, or service to a new customer having an annual usage of 4,000 Mcf or greater after October 1, 2000, or, transfers of a customer or customer load from Rates IS or IL or DS to Rate N or transfers of a customer having an annual use of 4,000 Mcf or greater from Rates NT to Rate N shall be permitted only as determined by the Company, and subject to reasonable limitations.

RATE NT

GENERAL SERVICE - NON-RESIDENTIAL TRANSPORTATION

AVAILABILITY

This Rate applies in the entire territory served by the Company and is available to all Customers who are served by a Choice Supplier receiving service under Rate AG, except ~~residential Customer~~ Residential Customers, using gas for any purpose. Service will be supplied only where the Company's facilities and the available quantity of gas are suitable to the service desired. Rate NT service may not be applied to supplement or back up interruptible service under Rates IS, IL or DS, except to the extent of needs for plant protection use. Service to the same customer under Rate NT and Rates IS, IL or DS and transfers of a customer or customer load from Rates IS, IL or DS to Rate NT shall be permitted only as determined by the Company, and subject to reasonable limitations.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Re: Rulemaking to Amend the :
Provisions of 52 Pa. Code, Chapter 56 to : **Docket No. L-00060182**
Comply with the Provisions of Chapter :
14; COMPLIANCE TARIFF FILING :
OF UGI UTILITIES, INC. – GAS :
DIVISION :

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FEB - 3 2012

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

CERTIFICATE OF SERVICE

I hereby certify that I have, this 3rd day of February 2012, served a true and correct copy of the foregoing document in the manner and upon the persons listed below in accordance with requirements of 52 Pa. Code § 1.54 (relating to service by a participant):

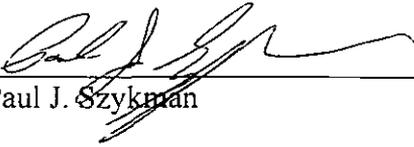
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Paul J. Szykman

Dated: February 3, 2012

From: (610) 796-3415
Jennifer Sterner

Origin ID: RDGA



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Suite 360
Reading, PA 19605

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PA Public Utility Commission
400 NORTH ST
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HARRISBURG, PA 17120

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Invoice #
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Dept #

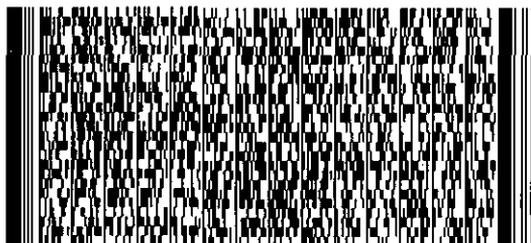
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