



**National Fuel**

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December 21, 2012

Maureen Geary Krowicki  
*Attorney*

**VIA E-FILING**

Ms. Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120-3265

Re: National Fuel Gas Distribution Corporation Letter Petition for a Waiver of Its Tariff

Dear Secretary Chiavetta:

On October 25, 2012, the Pennsylvania Public Utility Commission ("Commission") entered its Final Order for Interim Guidelines Regarding Standards for Changing a Customer's Electricity Generation Supplier ("Interim Guidelines") at Docket No. M-2011-2270442. The Final Order waives the regulations at Title 52 of the Pennsylvania Code, 52 Pa. Code §59.93 and §59.94 with regard to the 10-day waiting period in which the request to change a natural gas supplier may be canceled. The Interim Guidelines change the 10-day waiting period to a 5-day waiting period for both gas and electric Choice programs effective 90 days after the Final Order is entered.

As a natural gas distribution company in Pennsylvania, National Fuel Gas Distribution Corporation ("National Fuel") is currently working on the programming necessary to change the 10-day waiting period to a 5-day waiting period. National Fuel anticipates the programming to be completed and in place by January 31, 2013.

National Fuel's tariff, Tariff Gas – Pa. P.U.C. No. 9, currently reflects the 10-day waiting period on Page Nos. 118H and 138, Sections J.2 and J.4 respectively. These tariff pages are attached for the Commission's reference.

National Fuel respectfully requests approval from the Commission to waive the 10-day tariff requirement for as long as the Interim Guidelines are effective, or until National Fuel files, and the Commission approves, revised tariff pages in compliance with any future fully promulgated regulations that change the 10-day waiting period, whichever comes first.

Please direct any inquiry with regard to this filing to me by phone at 814/871-8035 or by email at [krowickim@natfuel.com](mailto:krowickim@natfuel.com).

Sincerely,

Maureen Geary Krowicki  
Attorney for National Fuel  
Gas Distribution Corporation

Enclosures

RATE SCHEDULE MMNGS  
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

3. MMNGS Suppliers shall include with their application payment of a non-refundable \$500 fee. For natural gas suppliers serving MMT Customers on August 1, 2006, and all individual MMT Customers that will be their own MMNGS Supplier, the application fee shall be waived by the Company. (C)

J. MMNGS Supplier Obligations

1. Suppliers may enroll customers for service commencing with the MMT Customer's meter reading in any month. Service to the MMT Customer shall begin at the start of the customer's billing cycle after enrollment confirmation has been provided by the Company.

2. Enrollments/drops shall occur electronically, however, each MMNGS Supplier will be obligated to keep on file either oral or written evidence of each customer's enrollment with that Supplier, which evidence shall be available for Company review at any time, upon 24 hours' notice. The Company will provide the MMT Customer with a letter confirming enrollment, if the Customer notifies the Company within 10 days of issuance of the confirmation letter that the Customer does not wish to be served by the MMNGS Supplier, the enrollment for the Customer will be rescinded.

3. To the extent a MMNGS Supplier's MMT Customer at any time is not served any longer by that MMNGS Supplier and is then the responsibility of the Company, effective upon the transfer of that customer to the Company, the Company shall charge the customer for all Company provided natural gas under the terms of the Standby rate schedule.

4. MMNGS Suppliers agree to abide by any other specific requirements in the Company's Operational Procedures Manual.

(C) Indicates Change

RATE SCHEDULE SATS  
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

4. SATS Suppliers shall include with their application payment of a non-refundable \$500 fee.

5. SATS Suppliers shall also include with their application a copy of their intended pro forma contract for their prospective SATC Customers (minus confidential pricing provisions) demonstrating inclusion of the provisions set out in Section K herein.

J. SATS Supplier Obligations

1. Suppliers may enroll customers for service commencing with the SATC Customer's meter reading in any month. Service to the SATC Customer shall begin at the start of the customer's billing cycle after enrollment confirmation has been provided by the Company.

2. Once qualified, SATS Suppliers will be obligated to notify the Company on a weekly basis during the Enrollment Period of those customers enrolled in the Suppliers' SATC Customer Groups.

3. When a customer requests to change its SATS Supplier, upon receiving direct oral confirmation or written authorization to change the SATS Supplier, the customer's new SATS Supplier shall notify the Company by the end of the next business day following completion of the application process.

4. Enrollment shall occur electronically, however, each SATS Supplier will be obligated to keep on file either oral or written evidence of each customer's enrollment with that Supplier, which evidence shall be available for Company review at any time, upon 24 hours' notice. The Company will provide the SATC Customer with a letter confirming enrollment, if the Customer notifies the Company within 10 days of issuance of the confirmation letter that the Customer does not wish to be served by the SATS Supplier, the enrollment for the Customer will be rescinded.

5. To the extent a SATS Supplier's SATC Customer at any time is not served any longer by that SATS Supplier and is then the responsibility of the Company, effective upon the transfer of that customer to the Company, the Company shall have the option to recall capacity released to the Supplier under Special Provisions Section C.1 and C.2 or require assignment of capacity under Special Provisions Section C.4.

6. Any customer may identify persons authorized to make changes to the customer's account. To accomplish this, the customer provides the Company with a signed document identifying by name those persons who have the authority to initiate a change of the customer's SATS Supplier. A document signed by the customer whose sole purpose is to obtain the customer's consent to change natural gas suppliers shall be accepted as valid and result in the initiation of the customer's request. Documents not considered as valid include, but are not limited to, canceled checks, signed entries into contests and documents used to claim prizes won in contests.