

**ECKERT  
SEAMANS**  
ATTORNEYS AT LAW

Eckert Seamans Cherin & Mellott, LLC  
213 Market Street  
8<sup>th</sup> Floor  
Harrisburg, PA 17101

TEL 717 237 6000  
FAX 717 237 6019  
www.eckertseamans.com

Deanne M. O'Dell  
717.255.3744  
dodell@eckertseamans.com

August 14, 2015

**Via Electronic Filing**

Rosemary Chiavetta, Secretary  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

RE: Pa. PUC v. Philadelphia Gas Works – Docket No. R-2008-2073938  
Pa. PUC v. Philadelphia Gas Works – Docket No. R-2009-2139884

Dear Secretary Chiavetta:

On July 2, 2015, Philadelphia Gas Works (“PGW”) filed Supplement No. 84 to PGW Gas Service Tariff – Pa. P.U.C. No. 2 and Supplement No. 61 to PGW’s Gas Supplier Tariff – Pa. P.U.C. No. 1. These tariff supplements were filed in accordance with the Commission’s Order entered on February 20, 2014 at the above-referenced docket numbers.

Enclosed please find revised tariff pages. Please replace, in their entirety, the tariff pages filed on July 2, 2015 with the enclosed which were revised to correct formatting and other non-substantive issues based on discussions with staff.

As noted in the July 2, 2015 letter, the Current Restructuring and Consumer Education Surcharge set forth in Revised Page No. 79 of the Gas Service Tariff is an estimate based on currently available information and is subject to change. Any adjustment to the surcharge will be reflected in subsequent tariff filings, as appropriate.

The enclosed revised tariff supplements are being served to the parties in this matter as evidenced by the attached Certificate of Service.

Please feel free to contact me if you have any questions or concerns.

Sincerely,



Deanne M. O'Dell

DMO/lww

Enclosure

cc: Cert. of Service w/enc.

**CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of PGW's Revised Tariff pages upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

**Via Email and/or First Class Mail**

Aron Beatty, Esq.  
Office of Consumer Advocate  
5<sup>th</sup> Floor, Forum Place Bldg.  
555 Walnut Street  
Harrisburg, PA 17101-1921  
[Abatty@paoca.org](mailto:Abatty@paoca.org)

Sharon Webb, Esq.  
Office of Small Business Advocate  
Commerce Building, Suite 202  
300 North 2<sup>nd</sup> Street  
Harrisburg, PA 17101  
[swebb@state.pa.us](mailto:swebb@state.pa.us)

Phillip Bertocci, Esq.  
Robert Balenger, Esq.  
Community Legal Services  
1424 Chestnut Street  
Philadelphia, PA 19102  
[pbertocci@clsphila.org](mailto:pbertocci@clsphila.org)  
[rbalenger@clsphila.org](mailto:rbalenger@clsphila.org)

Richard Kanaskie, Esq.  
Bureau of Investigation & Enforcement  
PA Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor  
Harrisburg, PA 17120  
[rkanaskie@pa.gov](mailto:rkanaskie@pa.gov)

Adeolu Bakare, Esq.  
Charis Mincavage, Esq.  
McNees Wallace & Nurick  
100 Pine Street  
Harrisburg, PA 17108-1166  
[cmincava@mwn.com](mailto:cmincava@mwn.com)  
[ABakare@mwn.com](mailto:ABakare@mwn.com)

Todd Stewart, Esq.  
Hawke McKeon Sniscak & Kennard, LLP  
PO Box 1778  
Harrisburg, PA 17105  
[TSSStewart@hmslegal.com](mailto:TSSStewart@hmslegal.com)

John F. Povilaitis, Esq.  
Buchanan Ingersoll and Rooney, PC  
409 North Second Street  
Harrisburg, PA 17101-1357  
[John.Povilaitis@bipc.com](mailto:John.Povilaitis@bipc.com)

Edward G. Lana, Esq.  
The Lanza Firm, LLC  
PO Box 61336  
Harrisburg, PA 17106-1336  
[ed@lanzafirm.com](mailto:ed@lanzafirm.com)

Hon. Christopher P. Pell  
Administrative Law Judge  
PA Public Utility Commission  
801 Market ST., Suite 4063  
Philadelphia, PA 19107  
[cpell@pa.gov](mailto:cpell@pa.gov)

  
\_\_\_\_\_  
Deanne M. O'Dell, Esq.

Dated: August 14, 2015

**PHILADELPHIA GAS WORKS**  
**GAS SERVICE TARIFF**



Issued by: Craig White  
President and CEO

PHILADELPHIA GAS WORKS  
800 West Montgomery Avenue  
Philadelphia, PA 19122

List of Changes Made by this Tariff Supplement

DEFINITIONS

The following definitions have been changed:

Arrearage has been changed to specify that arrearage amounts include Natural Gas Supply charges pursuant to PGW's Purchase of Receivables program (PAGE No. 10)

Competitive Natural Gas Supply has been added to reflect the inclusion of supplier charges in consolidated billing as part of PGW's Purchase of Receivables program (PAGE No. 11)

Consolidated NGDC Billing has been added to reflect the availability of consolidated billing for shopping customers under PGW's Purchase of Receivables program (PAGE No. 11)

PGW Charges has been changed to add supplier charges to the current definition consistent with PGW's Purchase of Receivables program (Page No. 14)

**Section 4 – Billing and Payment**

Section 4.1 has been changed to reflect the fact that consolidated billing is now available for shopping customers purchasing natural gas from a natural gas supplier (PAGE No. 26)

Section 4.7 has been changed to eliminate the limitation of dispute resolution to a particular section of the Supplier Tariff and to make reference to the Supplier Tariff in general and the Commission's regulations and orders relevant to dispute resolution (PAGE No. 26)

**Section 5 – Termination and/or Discontinuance of Gas Service**

Section 5.1 has been changed to reflect the fact that consolidated billing is now available for shopping customers purchasing natural gas from suppliers pursuant to PGW's Purchase of Receivables program (PAGE No. 30)

**Section 14 – Gas Choice Enrollment and Switching**

Section 14.2 has been changed to detail all customer information that will be released to suppliers (PAGE No. 63)

Sections 14.4 and 14.5 have been changed to reflect adjustments made by the Commission in recent orders relating to retail market choice (PAGE No. 63)

Section 14.9 has been changed to describe cost recovery in the event of supplier default or service discontinuance (PAGE No. 64)

Section 14.12 has been added to include PGW's Purchase of Receivables program (PAGE No. 64)

**Senior Citizen Discount**

Sections I.A.1 of the Senior Citizen Discount provisions has been added, and Section II.A. has been changed to clarify that PGW's senior citizen discount only applies to PGW charges (PAGE No. 72)

**Current Restructuring and Consumer Education Surcharge**

An estimate of the Current Restructuring and Consumer Education Surcharge has been modified to reflect the recovery mechanism costs related to implementation of natural gas choice, including PGW's Purchase Receivables program (PAGE 79).

TABLE OF CONTENTS

	<u>Page Number</u>
List of Changes Made By This Tariff _____	Eighty Third Revised 2
Description of Territory Served _____	5
Table of Contents _____	Eighty Third Revised 6
Definitions _____	Second Revised 10
<b><u>RULES and REGULATIONS:</u></b>	
1. The Gas Service Tariff _____	First Revised 15
2. Application and Contract for Gas Service _____	Sixth Revised 17
3. Credit and Deposit _____	Second Revised 21
4. Billing and Payment _____	Second Revised 26
5. Termination and/or Discontinuance of Gas Service _____	Second Revised 30
6. Termination of Service for Safety Reasons and Curtailment of Service/ Service Continuity _____	First Revised 38
7. Inquiry, Review, Dispute, and Appeals Process _____	First Revised 41
8. Customer's Responsibility for Company's Property _____	First Revised 44
9. Conditions of Service, Point of Delivery, and Application of Rates ____	Third Revised 47
10. Extensions And Rights-Of-Way _____	First Revised 50
11. Meters: Measurements, Readings, Errors, and Tests _____	First Revised 53
12. Service Charges and Miscellaneous Fees and Provisions _____	First Revised 57
13. Universal Service And Energy Conservation Programs _____	Second Revised 59
14. Gas Choice Enrollment and Switching _____	First Revised 63
15. Supplier of Last Resort _____	First Revised 65

	Page Number
RATES (Cover Page) _____	66
Gas Cost Rate _____	Fifty Sixth Revised 67
Revenue Reconciliation Adjustment (RRA) Rider _____	70
Senior Citizen Discount _____	First Revised 72
Migration/Reverse Migration Rider _____	75
Exit Fee Rider _____	77
Merchant Function & Gas Procurement Charges; Price to Compare_	Eleventh Revised 78
Restructuring and Consumer Education Surcharge _____	Twenty First Revised 79
Efficiency Cost Recovery Mechanism _____	Twenty Fifth Revised 80
Universal Services Surcharge _____	Fifty Ninth Revised 81
Other Post Employment Benefit Surcharge _____	Sixth Revised Page 82
General Service - Rate GS _____	Sixty Fifth Revised 83
Municipal Service - Rate MS _____	Sixty Fifth Revised 87
Philadelphia Housing Authority Service –Rate PHA _____	Sixty Fifth Revised 90
Boiler and Power Plant Service – Rate BPS _____	Fourth Revised 93
Load Balancing Service – RATE LBS _____	Fourth Revised 97
Daily Balancing Service – Rate DB _____	101
Interruptible Transportation Service – Rate IT _____	111
Gas Transportation Service - Rate GTS - Firm Service _____	118
Gas Transportation Service - Rate GTS - Interruptible _____	124
Cogeneration Service - Rate CG _____	Second Revised 131
Developmental Natural Gas Vehicle Service - Rate NGVS Firm Service	Thirty Eighth Revised 135
Developmental Natural Gas Vehicle Service - Rate NGVS Interruptible Service _____	139
Liquefied Natural Gas Service – Rate LNG _____	Third Revised 142
SPECIAL PROVISION – Air Conditioning Rider _____	143
SPECIAL PROVISION – Compressed Natural Gas Rider _____	145
SPECIAL PROVISION – Emergency/Unauthorized Use Gas Rider _____	147
WEATHER NORMALIZATION ADJUSTMENT CLAUSE _____	Third Revised 149
DISTRIBUTION SYSTEM IMPROVEMENT CHARGE	Eleventh Revised 151

## DEFINITIONS

**ACTUAL METER READ (or READING)** - The reading from a gas meter, taken either by a Physical Meter Read, telemetering or an Automatic Meter Reading (AMR) device.

**ALTERNATE FUEL CAPABILITY** – The ability to meet energy needs with an energy source other than Natural Gas.

**APPEAL** - The process under Applicable Law by which a Customer or the Company challenges a Bureau Of Consumer Services (BCS) resolution of or decision on an Informal Complaint.

**APPLICABLE LAW** - The provisions of this Tariff, the rules and regulations promulgated by the PUC and published at Title 52 Pennsylvania Code, the Public Utility Code and all legally binding decisions of the Public Utility Commission interpreting those rules, regulations and law, and all other applicable current and future laws, ordinances, executive orders and legally binding interpretations, all of them as amended from time to time.

**APPLICANT** - Any person, corporation or other entity that (i) desires to receive 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 actually receiving from the Company any service provided for in this Tariff at such location. An applicant shall become a Customer for purposes of this Tariff only after the Applicant actually starts receiving the applicable service(s) from the Company under this Tariff on a permanent basis. An applicant for residential Gas Service shall also include any adult occupant whose name appears on the mortgage, deed or lease of the property for which residential utility service is requested.

**ARREARAGE**- Amounts owed by a Customer including but not limited to Competitive Natural Gas Supply receivables purchased from the NGS, specifically where charges have not been paid in full by the current bill due date, unless the said Arrearage is covered by a payment agreement or equal payment plan (budget payment plan) under which the Customer is current on his/her installment payments. (C)

**AUTOMATIC METER READING DEVICE (AMR)** - A device which by electrical impulse or otherwise transmits readings from a meter without a Physical Meter Read.

**BASIC UTILITY SERVICE (or Gas Service)** - The provision of Retail Sales Service or Transportation Service to a Customer and all associated fees and charges that are essential to the provision of Retail Sales Service or Transportation Service. Basic Utility Service is also referred to as Gas Service in this tariff.

**BRITISH THERMAL UNIT - (Btu)** – The amount of heat required to raise the temperature of one pound of water by one degree Fahrenheit.

**BUREAU OF CONSUMER SERVICES (BCS)** - The division of the Public Utility Commission that oversees consumer issues.

**Ccf** - 100 cubic feet of gas.

COMPETITIVE NATURAL GAS SUPPLY - unbundled, firm natural gas provided by an NGS to Transportation Customers under the PGW's Gas Choice program. (C)

CONSOLIDATED NGDC BILLING - Billing provided by the Company that contains both PGW's charges for its services and the NGS's separate charges for gas supply services. (C)

CUSTOMER - A person, partnership, association, corporation or other entity that purchases Gas Service from the Company. The term shall include a Customer who transfers service to another address in the Company's service territory. A Customer may fall into one or more of the following categories:

(i) Residential Customer - Any Customer in a dwelling (including an apartment) whose primary use of Gas Service is for household purposes such as space heating, air conditioning, cooking, water heating. The term "Residential Customer" shall be used interchangeably with the term "Customer with Residential service". A Residential Customer shall include any adult occupant whose name appears on the mortgage, deed or lease of the property, and any adult occupant who is a tenant in a Residential Building pursuant to an oral agreement for which the residential utility service is provided.

(ii) Low-Income Customer - A Residential Customer whose gross household income is at or below 150% of the federal poverty level.

(iii) Non-Residential Customer - A party other than a Residential Customer or Landlord-Customer as set forth herein.

(iv) Commercial Customer - Any Customer who is a non-manufacturing establishment or agency primarily engaged in the sale of goods and services (including local, state, and federal agencies engaged in non-manufacturing activities) or a Landlord-Customer whose meter serves three (3) or more Residential units.

(v) Industrial Customer - Any Customer who is engaged in a process which creates or changes raw or unfinished materials into another form or product. Generation of electricity (other than by electric utilities) is included.

(vi) Heating Customer - Any Customer whose primary use of Gas is for space heating.

(vii) Non-Heating Customer - Any Customer whose primary use of Gas is for purposes other than for space heating.

(viii) Landlord-Customer - Any individual, organization or entity who is the party responsible for payment of Gas Service provided to one or more Tenants in a Residential building.

(ix) Small Business Customer - A person, sole proprietorship, partnership, corporation, association or other business whose annual gas consumption does not exceed 300 Mcf.

CUSTOMER READING - A meter reading made by the Customer that is given to the Company.

CUSTOMER RESPONSIBILITY PROGRAM (CRP) - PGW's Low-Income Customer assistance program which is designed to be consistent with the Public Utility Commission's rules, regulations, and policies regarding Customer Assistance Programs (CAP).

CUSTOMER RESPONSIBILITY PROGRAM PARTICIPANT (Participant) - PGW Residential Customer who enrolls in the Customer Responsibility Program.

CUSTOMER SERVICE CALL CHARGE – The charge as set forth in Section 12 of this Gas Service Tariff.

**DISPUTE** - An unresolved grievance raised by a Customer with PGW about PGW's application of a provision covered by 52 Pa. Code Chapter 56, as amended or supplemented. If, at the conclusion of an initial contact, or when applicable, a follow-up response, the Customer, Applicant or occupant indicates satisfaction with the resulting resolution or explanation, the contact will not be considered a dispute.

**DISTRIBUTION CHARGE** – The charge for Transportation Service provided by PGW.

**ESTIMATED READING** - During the months when the Company does not read the Customer's meter, gas usage is projected based on previous gas usage, gas rates, and the weather.

**FOREIGN LOAD** - A situation where a Customer's meter registers usage for utility service provided to another person or other persons, or for use in a common area shared by others, for example, hallway lighting, furnace fan, or laundry room appliances.

**GAS CHOICE PROGRAM** - The firm gas transportation program offered by the Company pursuant to the Gas Choice Act, 66 Pa.C.S. §§ 2201 et seq.

**GAS SERVICE** - See definition for Basic Utility Service.

**GAS SERVICE TARIFF (TARIFF)** is PGW Gas Tariff - Pa P.U.C. No. 2 as supplemented or superceded from time to time in accordance with law.

**HOUSEHOLD INCOME** – The combined gross annual income of all adults in a residential household and those who benefit from the Gas Service.

**INFORMAL COMPLAINT** - A complaint filed with the PUC by a Customer that does not involve a formal proceeding before a PUC administrative law judge or mediation under the direction of a PUC administrative law judge.

**LATE PAYMENT CHARGE** - A charge placed on any bill not paid by the due date.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)** - A federally funded program, administered by the Pennsylvania Department of Public Welfare that assists low income households with payment of their heating bills through energy assistance grants. For eligible households, the grants include crisis grants for household energy related emergencies, cash benefits for home heating fuel, and energy conservation and weatherization solutions.

**Mcf** - 1,000 cubic feet of gas; this is a measure of gas usage.

**NATURAL GAS (GAS)** - Includes natural gas, liquified natural gas, synthetic natural gas and any natural gas substitutes including, but not limited to, liquified propane and naphtha.

**NATURAL GAS CHOICE AND COMPETITION ACT** - (Gas Choice Act or the Act) - 66 Pa.C.S. §§ 2201 et seq.

Philadelphia Gas Works

**NATURAL GAS DISTRIBUTION COMPANY (NGDC)** - A public utility that owns and/or operates natural gas distribution facilities. The term is used in this Tariff to refer to requirements which are placed on NGDCs and PGW, as a distributor of Natural Gas, pursuant to the Gas Choice Program.

**NATURAL GAS SUPPLIER (NGS or Supplier)** – A natural gas supplier, as defined in the Competition Act, that has been licensed by the Pennsylvania Public Utility Commission ("PUC") to sell Natural Gas Supply Services on the Company's system.

**NATURAL GAS SUPPLY SERVICES** – As defined in 66 Pa.C.S. § 2202.

**NON-BASIC UTILITY SERVICE** – Leased or purchased merchandise, appliances or special services including but not limited to merchandise and appliance installation fees, rental and repair costs, meter testing fees, special construction charges and other nonrecurring charges that are not essential to delivery or metering of Gas Service.

"PGW" or "Company" - refers to Philadelphia Gas Works.

**PGW CHARGES** - The portion of the consolidated PGW bill that itemizes the charges for the Basic Utility Service provided by PGW. The PGW Charges are separate and apart from the Natural Gas Supplier charges that may be itemized on a consolidated PGW bill. (C)

**PARTICIPANT** – See definition of Customer Responsibility Program Participant.

**PHYSICAL METER READ (or READING)** - A meter read where a PGW service person takes an actual Meter Read of a Customer's meter. A reading taken by an Automatic Meter Reading device shall be deemed a Physical Meter Read.

**PUBLIC UTILITY CODE** - Title 66 of Pennsylvania Consolidated Statutes which establishes the powers and duties of the PUC.

**PUBLIC UTILITY COMMISSION (PUC or Commission)** - The agency that is empowered by the Public Utility Code to regulate public utilities and Natural Gas Suppliers.

**RESIDENT** - An owner, Tenant, or occupant who makes the dwelling unit his/her residence.

**RESIDENTIAL BUILDING** - A building containing one or more dwelling units occupied by one or more Tenants, but excluding nursing homes, hotels and motels.

**RETAIL SALES SERVICE** - Service to a Customer whereby the Customer receives firm or interruptible gas supply as well as transportation from the Company.

**SUPPLIER OF LAST RESORT (SOLR)** - The Company in its role of providing Natural Gas Supply Services to Customers that do not elect another Supplier or choose to be served by the Supplier of Last Resort, Customers that are refused service from another Natural Gas Supplier, or Customers whose Natural Gas Supplier fails to deliver the required gas supplies, in accordance with this Tariff. Each Customer may only have one Supplier of Last Resort.

**TENANT** - Any person or group of persons whose dwelling unit in a Residential Building is provided gas pursuant to an oral or written rental arrangement for such dwelling unit, but who is not the Customer of record of PGW for such Gas Service.

**TRANSPORTATION SERVICE** - Service to a Customer whereby the Customer receives transportation, but not firm or interruptible gas supply from the Company.

Philadelphia Gas Works

---

UNACCOUNTED FOR GAS – Unaccounted for gas is the difference in the amount of gas delivered to the Company's distribution system and the amount billed to customers. The current Lost and Unaccounted for Gas and Retainage Rate percentage is 2.7%. The percentage changes annually on December 1<sup>st</sup> and is based upon actual data for the preceding 12 months ending August 31<sup>st</sup>.

**(D)**

(D) - Decrease

#### 4. Billing and Payment.

4.1. BILLING PRACTICES. PGW's billing practices shall be in accordance with Applicable Law. (C)

4.1.A. Billing Period. PGW shall render a bill once every month to Residential Customers. A period not less than 26 and not more than 35 days shall be taken as one month for billing purposes with the exception of the initial bill, final bill, or rebilling to correct a billing problem. If the initial meter reading period covers less than 26 days (with the exception of a final bill), the Gas usage may be included in the following month's billing.

4.1.B. Incomplete Month. In the event that the meter reading period for a Customer's final bill shall be less than one month, it shall be taken as one month, for billing purposes.

4.1.C. Inexact Billing Intervals. Whenever billings are prepared for meter readings that do not cover exact one or two-month intervals, charges for Gas shall be calculated on the basis of the actual rate(s) for the period(s) covered by the bill.

4.2. FINANCE CHARGE ON LATE PAYMENTS. PGW will assess a late penalty for any overdue bill, in an amount which does not exceed 1.5% interest per month on the full unpaid and overdue balance of the bill. These charges are to be calculated on the overdue portions of PGW Charges only. The interest rate, when annualized, may not exceed 18% simple interest per annum. Late Payment Charges will not be imposed on disputed estimated bills, unless the estimated bill was required because utility personnel were unable to access the affected premises to obtain an Actual Meter Reading.

4.3. DISHONORED PAYMENTS. If a Customer tenders payment which is subsequently dishonored under 13 Pa.C.S. § 3502 (relating to dishonor) or a Customer tenders payment with an access device, as defined in 18 Pa.C.S. § 4106(d) (relating to access device fraud) which is unauthorized, revoked or canceled, the Customer shall be deemed as not having made a payment on the account. A Customer who tenders a dishonored, unauthorized, revoked or canceled payment may be required to make future payments by money order, bank check, or cash for a period of one year. A charge will be assessed to the Customer's account by PGW for each dishonored payment.

4.4. PAYMENT AGREEMENTS-MAKE-UP BILLS. PGW will negotiate payment agreements with Residential Customers on the portion of the past due amount attributable to PGW Charges in accordance with Applicable Law.

4.5. BUDGET BILLINGS. PGW shall offer a budget-billing plan to Residential Customers averaging the cost of Gas Service over a 12-month period. The Company shall review accounts at least three times during the 12-month period and make adjustments, if necessary, to keep monthly payments in line with projected and actual charges. The Company shall review accounts at least once yearly to bill for actual usage, pursuant to a true up bill.

4.6. STATEMENT OF ACCOUNT. Residential and Small Business Customers are entitled to receive a statement of account of PGW charges annually upon request. Any additional requests, and requests by all other classes of Customers, shall be assessed a \$10 service charge, except in those instances where such requests are part of a bill Inquiry Dispute, or Appeal.

4.7. BILLING ERRORS WITH NATURAL GAS SUPPLIER. Any Disputes pertaining to NGS bills or NGS charges on a PGW bill related to firm Natural Gas Supply Service pursuant to PGW's Supplier Tariff must be corrected with the NGS, pursuant to the Company's Supplier Tariff and Applicable Law. (C)

*Some of the Material on this page was originally located on pages 27 and 28.*

## 5. Termination and/or Discontinuance of Gas Service.

5.1. GAS SERVICE TERMINATION AND PROCEDURES. PGW may terminate Gas Service to any dwelling or account in accordance with Applicable Law. (C)

5.2. TERMINATION PROCEDURES AND NOTICES TO TENANTS. Subject to Section 2.1, where the mailing or billing address or apartment designation of a Customer with Residential Gas Service is different from the service address or apartment designation, PGW shall assume that such Customer is a Landlord-Customer and that the residents at the service address or apartment designation are Tenants unless PGW has actual knowledge to the contrary.

5.2.A Before terminating Gas Service to a Residential dwelling in which the Customer billed is a Landlord-Customer, but the Gas has been or is being delivered to and used by a Tenant, PGW shall make reasonable efforts to seek collection from the Landlord-Customer.

5.2.B Prior to termination of any Tenant-occupied property with Residential Gas Service, PGW will comply with the provisions of 66 Pa.C.S. § 1521 et seq., Discontinuance of Service to Leased Premises.

5.2.C PGW will provide a notice to the Tenant-occupants with Residential Gas Service informing them of the following:

5.2.D That there exists an outstanding bill for the property and that collection activity is being pursued against the Landlord-Customer.

5.2.E That the initial payment by Tenants on the delinquent balance shall not exceed one month's rental. Thereafter, all current bills shall be paid in full.

5.2.F The phone number to call for further information and/or an explanation of the procedure to be followed for continued service.

5.2.G The locations and business hours of PGW's Customer Service Centers.

5.2.H The telephone number of the Philadelphia Department of Licenses and Inspections.

5.3. TERMINATION OF GAS SERVICE – NON-RESIDENTIAL CUSTOMERS. PGW may terminate service to a Non-Residential Customer in accordance with Applicable Law.

5.4. UNAUTHORIZED CONNECTION OF APPLIANCES TO CUSTOMER'S METER. When PGW determines that high Gas bills may be caused by Foreign Load, PGW shall fully and promptly investigate such high bills, and shall, upon verifying such unauthorized connection(s), notify the building owner and place the utility account for that dwelling unit in the building owner's name consistent with Applicable Law.

*Some of the Material on this Page was originally located on pages 32, 33 & 35*

## 14. Gas Choice Enrollment and Switching

In accordance with all applicable final Commission Orders:

14.1. EFFECTIVE DATE OF CUSTOMER CHOICE. All GS, MS, and PHA Customers with an AMR will be eligible to purchase Natural Gas Supply Service from an NGS starting with their first regularly scheduled meter reading after September 1, 2003.

14.2. RELEASE OF CUSTOMER INFORMATION. PGW will send its GS, MS and PHA Customers notification that they have 15 days from the date PGW sends the Gas Choice Release Form to restrict release of their information to alternative suppliers. PGW's Customers will have three methods for restricting the release of their information: 1.) mailing a response card, 2.) calling PGW, or 3.) making an online selection. If no response is received within the 15 days then PGW will release a Customer's name, billing address, service address, rate class, account number and load data. A Customer who responds within 15 days may restrict release of all of his/her account information or just his/her load data. (C)

14.3. SELECTION OF A NATURAL GAS SUPPLIER. A Customer shall have the opportunity to select a Supplier in accordance with Commission Orders and the procedures contained in this Tariff and in the Supplier Tariff. A Customer or his/her authorized agent must contact the NGS directly to switch Suppliers. The NGS must maintain recorded or written evidence of the Customer's authorization.

14.4. CONFIRMATION NOTICE. Once an NGS notifies PGW that a Customer has selected them as their alternative supplier, PGW will send a confirmation notice to the Customer. Included in this notice shall be notification of a 10 day waiting period in which the Customer may cancel its selection of an NGS. The waiting period shall begin on the day the notice is mailed to the Customer. If applicable, the Company will notify the Customer's prior NGS of the intended discontinuance of service of the Customer. (C)

14.5. FAILURE TO RESPOND TO THE CONFIRMATION NOTICE. If the 10-day waiting period expires, and the Customer has not contacted the Company to dispute the NGS selection, the NGS will become the Customer's NGS of record. If the Customer elects to rescind its NGS selection, the Company will notify the rejected NGS and the reinstated NGS electronically. In the event the Customer rescinds its NGS selection after the 10 day waiting period, the Customer will be required to remain with the selected NGS for a minimum of one billing month. (C)

14.6. EFFECTIVE DATE OF ENROLLMENT. For enrollments received on or before the 15th of any calendar month, the Customer will be switched on the Customer's regularly scheduled meter reading date in the calendar month following the calendar month in which the enrollment was received. For enrollments received after the 15th of the calendar month, the Customer will be switched on the Customer's regularly scheduled meter reading date in the second calendar month following the calendar month in which the enrollment was received. If, in any month, a Customer selects more than one NGS, the NGS that submitted to the Company the latest valid NGS enrollment transaction before the end of the applicable NGS selection period, will become the Customer's NGS of record beginning on the Customer's next regularly scheduled meter read date. No fee will be charged for initial enrollment.

14.7. CHANGE OF ADDRESS. If a Customer contacts the Company to discontinue natural Gas Service at the Customer's then current location, the Company will notify the current NGS of the Customer's discontinuance of service for the account at the Customer's old location. If available, the Company will provide the NGS that served the Customer at the old location with the Customer's new mailing address or forwarding address.

14.8. CHANGE OF ACCOUNT NUMBER. If the Company elects to change the account number for a Customer receiving Natural Gas Supply from an NGS, the Company will notify the NGS of the change in account number at the same Customer location.

14.9. SUPPLIER DISCONTINUANCE OR DEFAULT. If a NGS terminates sales to a Customer prior to the end of the Customer's contract with the NGS because of a default of the supplier or if the supplier discontinues service in the territory, the Customer will continue to pay the NGS' contract rate through the end of the applicable billing cycle. After that time, the Customer will be charged at the Supplier of Last Resort rate. (C)

14.10. ADDITIONAL LIMITATIONS OF LIABILITY IN CONNECTION WITH CUSTOMER CHOICE. Other than its duty to deliver Natural Gas, the Company shall have no other duty or liability to a Customer receiving Natural Gas Supply Service arising out of or relating to a contract or other relationship between such Customer and an NGS. The Company shall implement Customer selection of an NGS consistent with applicable rules of the Commission and shall have no liability to a Customer receiving Natural Gas Supply Service arising out of or relating to switching NGSs unless the Company is negligent in switching or failing to switch a Customer. The Company shall have no duty or liability with respect to Natural Gas delivered by an NGS to a point of delivery on the Company's distribution system. After its receipt of Natural Gas at the point of delivery the Company shall have the same duty and liability for distribution service to Customers receiving Natural Gas Supply Service as to those purchasing Natural Gas from the Company.

14.11.A. Control and Possession of Gas. The Customer or its NGS shall be deemed to be in control and possession of the Gas to be transported hereunder until it shall have been delivered to the Company at the receipt point, after which the company shall be deemed to be in control and possession thereof. The Customer or its NGS assumes the full cost and expense, as well as full and complete liability and responsibility, for collecting, gathering and transporting the Gas to the receipt point hereunder at the quality herein before specified.

14.11.B. Title to Gas. Notwithstanding the transfer of control and possession of the Gas at the receipt point, receipt of Gas by the Company shall not vest title to the Gas in the Company. Title to such Gas shall remain vested in either the Supplier or the Customer(s) for whom Gas was received for redelivery. The Company's furnishing of transportation service shall be complete upon delivery to the Customer(s) of Gas received. The Customer warrants and will provide satisfactory documentation, upon request, that it has good and merchantable title for all Gas delivered to the Company for transportation hereunder. Title shall be free and clear of all liens, encumbrances and claims whatsoever. Customer will indemnify Company and hold the Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claims of any or all persons to said Gas and/or to royalties, taxes, license fees or charges thereon, including pipeline transportation and service charges, which are applicable to such Gas and/or the delivery of such Gas to the Company. The Customer or its NGS shall be responsible for maintaining all insurance it deems necessary to protect its property interest in such Gas before, during and after receipt by the Company.

14.12. PURCHASE OF RECEIVABLES. PGW will offer a purchase of receivables program with respect to eligible GS residential customers and GS commercial and industrial customers using no more than 5,000 MCF annually with an AMR. (C)

PHILADELPHIA GAS WORKS

---

**SENIOR CITIZEN DISCOUNT\***

- I. PROVISION FOR SENIOR CITIZEN DISCOUNT
- A. A Customer or Applicant shall be granted a reduction in monthly charges for Gas Service provided by the Company for Residential purposes if said person satisfies the conditions set forth below: (C)
1. Is a PGW firm sales or a firm transportation customer. (C)
  2. Is 65 years of age or older; (C)
  3. Resides in the City of Philadelphia; (C)
  4. Does or will directly make payment to the Company for Gas Service at his or her residence; (C)
  5. Completes an acceptable application; (C)
  6. Maintains his or her qualification for same. (C)
- B. The Senior Citizen Discount, as set forth in this Tariff, shall only apply to the Gas which is consumed for Heating and Non-Heating purposes in that portion of the building in which the senior citizen resides. Therefore, if the senior citizen resides in a building that is part Residential and part Commercial or rental (to someone other than the senior citizen), only that portion of the building that is occupied by the senior citizen as a residence will be eligible for the Senior Citizen Discount.
- II. COMPUTATION OF SENIOR CITIZEN DISCOUNT
- A. For eligible Retail Sales Service Customers, Gas Service provided by the Company will be priced at the full rate then in effect, as authorized by the Commission, and 80% of this amount will be billed to the Customer. For Competitive Natural Gas Supply Customers participating in NGDC Consolidated Billing, Gas Service provided by the Company will be priced at the full rate then in effect, as authorized by the Commission; 80% of the PGW charges will be billed to the Customer; Supplier commodity charges will be billed at 100%. (C)
- B. In the event taxes or other charges become applicable after the effective date hereof, which charges cannot lawfully or in equity be treated as herein provided, the application of the Senior Citizen Discount affecting such charges will be limited accordingly, so as to provide a result which, in the Company's opinion, is reasonably consistent with the intention of providing a discount of the type here authorized.

III. APPLICATION FOR SENIOR CITIZEN DISCOUNT

An application for Senior Citizen discount must be completed by the Applicant in person at any one of the Company's offices or at such other place as the Company provides.

\* As of September 1, 2003 enrollment in the Senior Citizens Program will be closed. Customers who are properly receiving discounted rates will continue to do so under these terms and conditions unless and until the program is modified in accordance with 66 Pa. C.S. § 2212. All affected and eligible low income Customers may apply to participate in the Customer Responsibility Program (CRP).

---

## RESTRUCTURING AND CONSUMER EDUCATION SURCHARGE

Non-Gas restructuring and consumer education costs will be recovered by a Restructuring and Consumer Education Surcharge applicable to all volumes of Gas delivered.

1. Computation of the Restructuring and Consumer Education Surcharge factors will be in accordance with the automatic adjustment procedures utilized under Section 1307 of the Public Utility Code and will be filed and approved in conjunction with the Company's annual Section 1307(f)-GCR filing.
2. Restructuring and Consumer Education costs recovered through the Surcharge mechanism are the Commission approved costs which the Company has or will incur to meet the requirements of the Natural Choice and Competition Act and applicable Commission regulations, orders and other regulatory requirements, other than those costs pertaining to universal service and energy conservation programs.
3. Once the surcharge is in place, PGW shall file reconciliation statements quarterly and shall submit a claim for over/under recovery on an annual basis, at the same time it submits its projected Restructuring costs and Restructuring Surcharge claim for the next year; provided however, that if a project for which costs were included in the Restructuring Surcharge is cancelled or delayed beyond the year in which the cost was originally scheduled to be incurred, the Company will withdraw the projected costs of that project from the Restructuring Surcharge in its next quarterly update. No interest will be included in such surcharge computations. The basic component of the surcharge will be determined by dividing the restructuring and consumer education costs approved for annual recovery by the estimated applicable throughput in Mcf.
4. The Restructuring and Consumer Education Surcharge shall remain in effect until restructuring and consumer education costs have been collected or as otherwise directed by the Commission.
5. The Restructuring and Consumer Education Surcharge is effective on and after September 1, 2008.

Current Restructuring and Consumer Education Surcharge =  $\$0.00062/Ccf$

(C)

## **PHILADELPHIA GAS WORKS**

### **GAS SUPPLIER TARIFF**



Issued by: Craig White  
President and CEO  
PHILADELPHIA GAS WORKS  
800 West Montgomery Avenue  
Philadelphia, PA 19122

List of Changes Made by this Tariff

**Check Sheet**

Check sheet reference moved to page 4. (PAGE No. 4)

**Definitions**

Purchase Of Receivables has been added to define the parameters of PGW's Purchase of Receivables program approved by the Commission (PAGE No. 11)

**Section 5 – Customer List**

Section 5.1 changed to reflect the "Eligible Customer List" and to specify eligibility criteria for customers eligible to participate in PGW's Purchase of Receivables program (PAGE No. 22)

Section 5.2 – heading added (PAGE No. 22)

Section 5.3.A.1 and B.1 changed to add the requirement of a service point number as one of the items of customer information to be part of the eligible customer list (PAGE No. 22)

Section 5.3.A and 5.3.B changed to reflect specific items of customer information required for the Purchase of Receivables program approved by the Commission (PAGE No. 22)

**Section 6 – Supplier Selection Procedures**

Section 6.1.C changed to reflect PGW's data requirements (PAGE No. 24)

Section 6.1.F has been changed to reflect adjustments made by the Commission in recent orders relating to retail market choice (PAGE No. 24)

Section 6.1.G has been changed to reflect adjustments made by the Commission in recent orders relating to retail market choice (PAGE No. 24)

Section 6.1.H has been changed to reflect adjustments made by the Commission in recent orders relating to retail market choice (PAGE No. 24)

Section 6.2 has been changed to allow for other evidence of authorization to obtain usage information (PAGE No. 26)

Section 6.4 – heading added (PAGE No. 26)

**Section 7 – Supplier Obligations**

Section 7.5 - number added (PAGE No. 28)

Section 7.6 has been added to specify that a supplier is required to enter into a POR agreement with PGW in order to participate in the Company's POR program. (PAGE No. 28)

Section 7.11 has been added to require that suppliers maintain the ability to respond to emergency contacts. (PAGE No. 29)

**Section 12 – Supplier Billing and Payment**

Section 12 changed to reflect flow of funds between NGDC & NGS as a result of POR program and terms and details of payment structure (PAGE No. 47-50)

Section 12.9.B.2.a has been changed to make clear that consolidated billing is only available to suppliers participating in PGW's POR program (PAGE No. 47)

Section 12.9.B.2.b. has been changed to add references to the Commission's Order approving PGW's POR program (PAGE No. 48)

Section 12.9.B.2.c. has been changed to specify the types of information supplier must provide to PGW for billing purposes (PAGE No. 48)

Section 12.9.B.2.d has been changed to expand the space reserved for supplier messaging in PGW's standard bills (PAGE No. 48)

Section 12.9.B.2.f. has been changed to clarify that PGW will pay suppliers for gas supply charges in accordance with PGW's POR program (PAGE No. 48)

The former Section 12.9.B.2.g has been deleted to comply with the Commission's Order to approve PGW's POR program (PAGE NO. 48)

Section 12.9.C.1 through 12.9.C.6 has been added to implement the Commission's Order to approve PGW's POR program and to set forth in the tariff the specific terms of the program (PAGE No. 48 to 50)

The former Section 12.9.C.4 was deleted to comply with the Commission's Order to approve PGW's POR program (Page No 50).

Section 12.9.D.1 has been changed to clarify the requirements of suppliers as part of the dispute resolution process (PAGE No. 50)

Section 12.9.E.2 has been added to set forth the fee related to erroneous bills (PAGE No. 50)

Section 12.11 has been deleted to eliminate provisions regarding partial payments consistent with PGW's POR program (PAGE No. 50)

**Section 13 – Supplier Exit Procedure**

Section 13.1.C.5 has been changed to address recovery for mid-cycle exit from POR participation (PAGE No. 52)

Please see Supplement No. 19 for the Supplement No. 19 check sheet.

(c)

TABLE OF CONTENTS

	<u>Page Number</u>
List of Changes Made By This Tariff _____	Sixty First Revised 2
Checksheet _____	First Revised 4
Description of Territory Served _____	5
Table of Contents _____	Sixty First Revised 6
Table of Contents (continued) _____	Sixty First Revised 7
Definitions _____	First Revised 10
<b><u>RULES and REGULATIONS:</u></b>	
1. The Supplier Tariff _____	14
2. Availability _____	16
3. Character of Service _____	18
4. Supplier Qualification _____	20
5. Customer List _____	First Revised 23
6. Supplier Selection Procedures _____	First Revised 26
7. Supplier Obligations _____	First Revised 29
8. Operational Requirements _____	33
9. Special Provisions _____	37
10. Nomination Procedure _____	42
11. Financial Security _____	44
12. Supplier Billing and Payment _____	First Revised 46
13. Supplier Exit Procedures _____	First Revised 52
14. Breach of Obligations _____	57
15. Standards of Conduct _____	60

METER READ DATE - The date on which the Company schedules a meter to be read for purposes of producing a Customer bill in accordance with the regularly scheduled billing cycles of the Company.

NATURAL GAS SUPPLY SERVICE – Services provided by a Natural Gas Supplier as defined in section 2202 of the Gas Choice Act, 66 Pa. C.S. sec 2202.

OPERATIONAL FLOW ORDER ("OFO") - A directive issued by Company to Supplier, which is reasonably necessary to alleviate conditions that threaten the operational integrity of the Company's system on a critical day.

PURCHASE OF RECEIVABLES ("POR") – The program (and all relevant stipulations) addressed within the PUC approved Joint Petition for Settlement of Philadelphia Gas Works' Supplier of Last Resort Collaborative at Docket No. R-2008-2073938 and Philadelphia Gas Works' Purchase of Receivables Collaborative at Docket No. R-2009-2139884 as amended, modified other otherwise revised under Applicable Law. (c)

UNACCOUNTED FOR GAS – Unaccounted for gas is the difference in the amount of gas delivered to the Company's distribution system and the amount billed to customers. The current Lost and Unaccounted for Gas and Retainage Rate percentage is 2.7%. The percentage changes annually on December 1<sup>st</sup> and is based upon actual data for the preceding 12 months ending August 31<sup>st</sup>.

UPSTREAM CAPACITY ASSIGNMENT, RELEASE OR TRANSFER – The process to provide access to interstate pipeline capacity and storage contracts owned by Company to Supplier pursuant to Company's tariff and any applicable regulatory rules.

(c)

(C) - Change

5. CUSTOMER LIST

5.1. Eligible Customer List. The Company will provide Suppliers with a list of POR eligible Customers, pursuant to Applicable Law, including residential customers, and small business/industrial customers with annual usage less than 5,000 Mcf per year. The list shall be updated monthly and shall include individual monthly gas billing data (if authorized by the customer) for the most recent twelve (12) month period for which data is available. The lag time for this data will not exceed two (2) billing cycles. Customers who opt out of the release of all of their information shall not be included in the above described Customer List. (c)

5.2. Eligible Customer List Confidentiality. Such list shall only be accessible by Suppliers that have been authorized to access PGW's electronic bulletin board and are otherwise qualified to serve Firm Transportation Customers under this Supplier Tariff. (c)

5.3. Data Exchange. The list of Customers that the Company provides to all Suppliers pursuant to Rule 5.1 above, will include the following:

5.3.A. As to Customers who have authorized the release of all of their Customer information:

5.3.A.1 PGW Account Number and Service Point Number (c)

5.3.A.2 Customer Name

5.3.A.3 Service Address

5.3.A.4 Billing Address

5.3.A.5 Tariff Rate Class (c)

5.3.A.6 Next Meter Read date (c)

5.3.A.7 Customer class (c)

5.3.A.8 Shopping status (c)

5.3.A.9 Monthly consumption data for 12 months (c)

5.3.B. As to Customers who have not authorized the release of their usage data. (c)

5.3.B.1 PGW Account Number and Service Point Number (c)

5.3.B.2 Customer Name (c)

5.3.B.3 Service Address (c)

5.3.B.4 Billing Address (c)

5.3.B.5 Tariff Rate Class (c)

5.3.B.6 Next Meter Read date (c)

5.3.B.7 Customer class (c)

5.3.B.8 Shopping status

## 6. Supplier Selection Procedures.

6.1. Customers shall have the opportunity to select a Supplier in accordance with PUC Orders and the procedures contained in this Supplier Tariff and the Gas Service Tariff.

6.1.A. If a Customer or person authorized to act on the Customer's behalf contacts the Company via telephone to select a Supplier, the Company will advise the Customer to contact that Supplier.

6.1.B. A Supplier enrolling a Customer for its Natural Gas Supply service must first obtain appropriate authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of a Supplier. This authorization may be obtained through written or direct oral confirmation. The Supplier must maintain recorded or written evidence of the Customer's authorization to provide documented evidence of authorization to the PUC in the event of a dispute.

6.1.C. The Supplier shall provide an electronic file to the Company which shall comply with the Company's electronic data interchange requirements. The Company will confirm receipt of the file and within three (3) business days of receipt will provide Supplier an electronic validation of the records contained therein. (c)

6.1.D. For enrollments received on or before the 15th of any calendar month, the Customer will be switched, on the date of the Customer's regularly scheduled meter reading in the calendar month immediately following the month the enrollment information was received. For enrollments received after the 15th of any calendar month, the Customer will be switched on the date of the Customer's regularly scheduled meter reading in the second (2<sup>nd</sup>) calendar month following the month the enrollment information was received.

6.1.E. If, in any month, a Customer selects more than one (1) Supplier, the Supplier that submitted to the Company the latest valid Supplier contract, before the end of the applicable Supplier selection period, will become the Customer's Supplier of record beginning on the Customer's switch date. No fee will be charged for the initial enrollment, however, Suppliers will be charged ten dollars (\$10.00) per Customer for Customers who switch Suppliers after their initial enrollment.

6.1.F. The Company will send a confirmation notice to all Customers who have made a Supplier selection by the next business day after receiving the request from the Supplier. Included in this notice will be notification of a waiting period in compliance with Applicable Law which the Customer may cancel its selection of a Supplier. The confirmation notice will include the Customer's name, address, the Company account number, selected Supplier, service effective date and Billing Date. The waiting period will begin on the day the notice is mailed to the Customer. The Company will notify the Customer's prior Supplier of the intended discontinuance of service to the Customer from that prior Supplier. (c)

6.1.G. If the waiting period expires, and the Customer has not contacted the Company to dispute the Supplier selection, the Supplier will become the Customer's Supplier of record. (c)

6.1.H. If the Customer elects to rescind its Supplier selection, the Company will notify the rejected Supplier and the reinstated Supplier electronically. In the event the Customer rescinds its (c)

PHILADELPHIA GAS WORKS

Supplier selection after the waiting period, the Customer will be required to remain with the selected Supplier for a minimum of one (1) billing month.

6.2. If a Supplier requests from the Company, Customer usage information (12 individual months of historic usage) that is electronically available for a Customer with whom it is discussing the possibility of providing Natural Gas Supply, and who has not authorized the release of customer information pursuant to section 14.2 of the Gas Service Tariff, the Company will only furnish such information if the Supplier provides to the Company evidence of such authorization, including but not limited to a completed copy of the Company's authorization form signed by the Customer, indicating that the Customer has authorized the release of Customer usage information to the Supplier.

(c)

6.3. If a Customer contacts the Company to request a switch from the Natural Gas Supply Service of a Supplier to the Company's SOLR Sales Service, on or before the 15th of any calendar month, the Customer will be switched, on the date of the Customer's regularly scheduled meter reading in the calendar month immediately following the month the enrollment information was received. For requests received after the 15th of any calendar month, the Customer will be switched, on the date of the Customer's regularly scheduled meter reading in the second calendar month following the month the enrollment information was received.

6.4. Discontinuance

(c)

6.4.A. If a Customer contacts the Company to discontinue Natural Gas Service at the Customer's then current location, and initiates a request for service at a new location, the Company will notify the current Supplier of the Customer's discontinuance of service for the account at the Customer's old location. The Company will also send an electronic transaction to the Customer's selected Supplier for its new location, which may or may not be the current Supplier. If the selected Supplier is not the same Supplier that served the Customer at the old location, the Company will provide the Supplier that served the Customer at the old location with the Customer's new mailing or forwarding address.

6.4.B. If a Customer contacts the Company to discontinue natural gas service and indicates that the Customer will be relocating outside of the Company's service territory, the Company will notify the current Supplier of the Customer's discontinuance of service for the account at the Customer's location. If available, the Company will provide the Supplier that served the Customer at the old location with the Customer's new mailing or forwarding address.

6.5. If the Company elects to change the account number for a Customer receiving its Natural Gas Supply from a Supplier, the Company will notify the Supplier of the change in account number at the same Customer location.

## 7. SUPPLIER OBLIGATIONS

### 7.1 Confidentiality of Information.

7.1.A. General. Without the Company's consent, the Supplier shall not disclose to any third party any Company information made available to a Supplier in connection with the provision of the Firm Pooling Agreement, including, but not limited to, usage data, and information regarding the Company's computer and communications systems. Subject to applicable law, the Company shall not disclose to any third party any Supplier information made available to the Company in connection with the provision of the Firm Pooling Agreement, including, but not limited to, usage data and information regarding the Supplier's computer and communications systems, without the Supplier's consent.

7.1.B. Customer Information. The Supplier shall keep all Customer-specific information supplied by the Company confidential unless the Supplier has the Customer's written authorization to do otherwise.

7.2. Suppliers must accept a release, assignment or transfer on a recallable basis of a pro rata share of Company's applicable interstate pipeline firm transportation at the applicable contract rate, or if authorized by Company, obtain firm pipeline transportation capacity assignable to the Company for delivery of gas supply to delivery point(s) determined by Company in an amount sufficient to meet the peak requirements of Firm Transportation customers being served with this capacity.

7.3. A Supplier must provide and maintain a bond or other financial guarantee in a form and amount as set forth in Section 11 that is acceptable to Company.

7.4. A Supplier must acquire or agree to acquire an adequate supply of natural gas on a firm basis to serve Supplier's Firm Transportation Customer pool and make or cause to be made arrangements by which such gas supplies can be transported to Company's city gates, as directed by Company. Such supplies must be ranked on the transporting pipeline at the pipeline's Predetermined Allocation ranking which guarantees firm delivery.

7.5. A Supplier must enter into a Firm Pooling Agreement, in a form substantially similar to the form set forth in the Appendix to this Supplier Tariff to serve Customers under Firm Transportation. Company, in its sole discretion, may alter or revise the terms and conditions set forth in the Pro Forma Pooling Agreement. (c)

7.6. A Supplier participating in PGW's POR program must enter into a POR agreement acceptable to the Company. The Company, in its sole discretion, may alter or revise the terms and conditions set forth in the form agreement. (c)

7.7. A Supplier must comply with the Company system reliability requirements, including Daily Operational Bulletins (DOBs), Operational Flow Orders (OFOs), and notice requirements as set forth in this Supplier Tariff. (c)

7.8. A Supplier must comply with applicable communications standards, including approved Internet based procedures. (c)

7.9. A Supplier must cooperate with Company in the preparation of an annual reliability plan presented to the PUC (c)

PHILADELPHIA GAS WORKS

---

7.10. A Supplier (including its nominating agents, if applicable) who nominates gas for delivery to the Company's system must have and maintain Internet access. The Supplier shall also provide the Company with a valid e-mail address, a 24-hour a day contact person, a 24-hour a day phone and a 24-hour a day fax number for contact purposes. (c)

7.11. The NGS must maintain a twenty-four (24) hour answering service or a telephone answering machine which informs all callers that if they smell gas or there is any other emergency regarding their gas service, the callers should call PGW immediately. If the NGS receives a telephone call from a ratepayer which should be directed to the Company, the NGS shall direct the ratepayer to the appropriate contact within the Company. The NGS shall handle all calls regarding NGS commodity charges and associated rates. NGSs must coordinate with the Company in resolving ratepayer inquiries, disputes or complaints which involve services provided by both the Company and NGSs. (c)

7.12. The Company's provision of a Firm Pooling Agreement is contingent upon the Supplier paying all charges and amounts billed to it by the Company in a timely manner. (c)

7.13. Failure to comply with all Supplier obligations will result in the Company disqualifying the Supplier from serving Customers. In the event the Company disqualifies a Supplier, the Supplier may appeal the disqualification to the Commission. If the Commission does not reverse the disqualification within forty-five (45) days, the Supplier will be disqualified at the end of the 45-day period and its Customers will be returned to SOLR service or switched to another Supplier. Any Company disqualification will be on a nondiscriminatory basis. (c)

7.14. A Supplier will satisfy all applicable reliability requirements. (c)

7.15. A Supplier and the Company will provide to the other in a thorough and timely manner all data, materials or information specified in this Tariff, or otherwise reasonably required by the Supplier or Company in connection with the provision of the Firm Pooling Agreement. (c)

7.15.A A Supplier must have and maintain the software, hardware and technical acumen identified by the Company as necessary to access the Company's web sites. In addition, Suppliers who are assigned pipeline firm transportation capacity must have the hardware, software, and user competencies necessary to access pipeline electronic bulletin boards. (c)

7.16. A Supplier shall comply with all applicable laws and Commission rules and regulations for record retention.

7.16A. Suppliers are required to create and maintain a file containing at a minimum the following billing data: Supplier name, Customer's Company account number, service point number, rate class, Supplier rate, effective period of such rate and any other information required to properly bill Customer at the Supplier's rate. Such data will be updated monthly by the Supplier and will be released to the Company only in the event of default by a Supplier which requires the Company to comply with Section 2207(k) of the Natural Gas Choice Act.

7.17. The Supplier shall maintain the surety required by the Company and shall maintain an acceptable credit rating in accordance with the requirements of the Supplier evaluation form. The Company reserves the right to conduct financial evaluations during the course of the year when information has been received by the Company that indicates the creditworthiness of the Supplier has deteriorated. The Company will bill the Supplier a two hundred fifty dollar (\$250.00) fee for such evaluations. The Company will limit evaluations at Supplier expense to two (2) evaluations in any twelve (12) month period. (c)

7.18. Suppliers shall each comply with all applicable Commission Orders regarding Gas Choice, including, but not limited to, PUC standards for credit determination, deposits, initiation and disconnection of service to Customers as set forth in Maintaining Service Quality Guidelines at Docket No. M-00991249F0003, Customer Information Disclosure Requirements at Docket No. M-00991249F0005 regarding Supplier disclosure of terms of service, marketing, advertising and sales practices, and privacy of customer information, and Procedures to Ensure Customer Consent to a Change of Supplier at Docket No. M00991249F0006.

7.19.A. Force Majeure. In the event that a Supplier or the Company is rendered unable, wholly or in part, by a Force Majeure event to carry out its obligations under this Tariff, it is agreed that upon notice of such Force Majeure given in writing or by telephone to the other party as soon as reasonably possible after the occurrence of the cause relied on, the obligation of the party giving such notice, insofar as its is affected by such Force Majeure event, shall be suspended during the continuation of any inability so caused, but for no longer period, and such cause shall be remedied by such party with all reasonable dispatch.

7.19.B. Telephone notices given under the provisions of this Section shall be confirmed in writing as soon as reasonably possible, and all notices hereunder shall specifically state the time and date when the Force Majeure became effective.

7.19.C The term "Force Majeure" as used in this Supplier Tariff, shall mean any natural catastrophe, fire, explosion, accident or other casualty, law or governmental regulation or order (including, without limitation, any such law, regulation or order which curtails or interrupts, directly or indirectly, a Customer's right to receive the gas supplied hereunder), strike or other labor dispute and any consequences thereof and other causes beyond the reasonable control of either the Supplier or the Company, and shall also include any change in order of the Commission which alters or affects the Customer's right to take or retain the gas supplied hereunder. A change in economic circumstances shall not be deemed in and of itself, a Force Majeure event hereunder, and no event shall excuse Supplier's obligation to promptly make payments required under this Tariff.

7.19.D. Notwithstanding the provisions of Section 7.19.C, a Force Majeure event that excuses a Supplier from delivering the required DDQ on any given day shall be limited solely to those instances when the applicable interstate pipeline has curtailed the pipeline FT capacity assigned to a Supplier, such curtailment directly and substantially affects a Supplier's ability to deliver its DDQ, and no alternative natural gas supply is available. During such period of curtailment, a Supplier claiming excuse from performing due to force majeure must schedule all available pipeline FT capacity to satisfy its DDQ obligation. The Supplier is responsible for providing the Company complete information and verifiable proof of all the particulars requested by the Company related to any such force majeure event. As requested by the Company, quantities not delivered by a Supplier pursuant to this Force Majeure provision must be made up by Supplier as soon as possible pursuant to a delivery schedule to be established by the Company. Any requested quantities which are not made-up pursuant to that schedule will be sold to Supplier at a rate of fifty dollars (\$50.00) per Dth, plus the replacement cost of such gas including, but not limited to, the purchase price of the gas and any applicable interstate pipeline charges.

12.8. Before the Supplier can render service, or continue to render service under this Supplier Tariff, the Company shall require any Supplier applying for Firm Pooling Services, or a Supplier currently receiving such services, as applicable, to provide the Surety described in Section 11.1 through 11.3. The Company will hold any Surety for the Supplier's delivery of gas and for payment of undisputed charges due from a Supplier under this Tariff. In addition, the Company at any time may require a Supplier to post a cash deposit if the Company determines that the Supplier is no longer creditworthy. In the event the PUC establishes an additional amount to be included in the Surety to cover fines or obligations of a Supplier to its Customers, such amount shall be payable on the same terms as the Surety to the Company; provided, however, that the Company shall not be required to execute on the Surety for any amounts owed by the Supplier to its Customers unless such amounts are not in dispute or the PUC directs the Company to do so in a final order.

12.8.A. In addition to any information otherwise required hereunder, a Supplier shall be required to provide to the Company such credit information as the Company may reasonably request. The Company will report the Supplier's credit history with the Company to a national credit bureau.

12.9. SUPPLIER BILLING.

12.9.A. The Customer Billing Specifications. A Supplier who intends to deliver Natural Gas Supply to Customers must satisfactorily complete the appropriate interface testing with the Company prior to being able to deliver.

12.9.B. Billing Service Options.

12.9.B.1. Separate NGS Billing.

12.9.B.1.a. If by notifying the Supplier, a Firm Transportation Customer elects to have a Supplier separately bill its Supplier Charges, the Company and the Supplier will separately send their bills directly to the Customer.

12.9.B.1.b. Within the time frame and via the transaction format approved by the PUC, the Company will transmit meter data (e.g. meter reads, consumption, dates and type of reading) to the Supplier.

12.9.B.2. Consolidated Billing.

(c)

12.9.B.2.a. If a Firm Transportation Customer elects Consolidated Billing, the Company will render a consolidated bill monthly, including both the Company's charges for distribution service and the Supplier's basic charges for its gas supply service, in accordance with the Public Utility Code and the PUC's applicable regulations (e.g. 52 Pa. Code §56.1 et seq.) and orders. NGDC Consolidated Billing will only be available to NGS participating in PGW's POR program, pursuant to this Tariff and Applicable Law, and will only be available for those customers eligible and included within the POR program.

(c)

(c)

12.9.B.2.b. Within the time frame and via the transaction protocol, approved by the PUC pursuant to the PUC's Final Order in Docket Nos. R-2008-2073938 and R-2009-2139884, or as otherwise ordered by the Commission, the Company will transmit Meter Data (e.g., meter reads, consumption, dates and type of reading) to the Supplier. (c)

12.9.B.2.c. The Supplier shall provide to PGW the relevant rates at which enrolled customers should be billed by the 25<sup>th</sup> of each month and such rates shall be effective the first day of the following month. PGW will calculate and provide Supplier charges, including date of billing period, consumption, usage, Supplier rate, and resulting calculation (collectively referred to as "Supplier Charges"). (c)

12.9.B.2.d. The Company will provide the Supplier up to four (4) lines, each one hundred (100) characters in length (a blank line counts as 100 characters), on its standard bill for messages directly related to the calculation of the Supplier portion of the bill. (c)

12.9.B.2.e. Any transaction with Supplier charges sent to the Company after the time period, or not in the format specified above, will be rejected and the Firm Transportation Customer's bill for the current billing period will state that the Supplier charges for the current billing period are not available or the customer will be billed at the current Supplier rate. Supplier must submit to the Company any charges not supplied. (c)

12.9.B.2.f. The Company will collect and process Firm Transportation Customer's payments in accordance with Section 2205 (c)(5) of the Gas Choice Act and the PUC's applicable payment priority requirements. The Company shall pay the Supplier amounts pursuant to POR program stipulations as described in section 12.9.C below. (c)

12.9.B.2.f.1 The Company will make payments to the Supplier by Automatic Clearing House ("ACH"), with remittance advice to a bank designated by the Supplier. (c)

12.9.B.2.f.2 In the event the Company fails to pay Supplier within the agreed upon payment period, the Company will pay the Supplier ten percent (10%) interest per annum on the unpaid amount. (c)

12.9.B.3. Within the time frame and via the transaction format approved by the PUC, the Company will transmit meter data (e.g. meter reads, consumption, dates and type of reading) to the Supplier. (c)

12.9.C. Purchase of Receivables Program (c)

12.9.C.1. POR. PGW will offer a POR program pursuant to the Commission's Final Order in Docket Nos. R-2008-2073938 and R-2009-2139884, or as otherwise ordered by the Commission (c)

12.9.C.2. Customer Eligibility. GS Residential customers and GS Commercial and Industrial customers with annual usage of 5,000 Mcf or less will be eligible for inclusion into a POR program. Eligible GS Customer accounts will be reviewed on an annual basis to determine if they are eligible to be included in the next 12 month period. The review will be based on the previous 12 months actual usage. (c)

12.9.C.3. NGS Participation. All of the NGS' customer accounts within the elected Rate Classes must be POR eligible accounts. To be eligible for the POR program, an NGS must choose consolidated billing for all of their eligible customer accounts and must sell all associated customer accounts receivable to PGW (c)

12.9.C.4. Billing Options. PGW shall support rate-ready billing, and all NGS rates must conform to supported rate designs. (c)

12.9.C.5. POR Payments. The Company will purchase each POR Customer's accounts receivable, provided, however, that PGW shall discount payments consistent with the settlement agreement and the PUC's Final Order in Docket Nos. R-2008-2073938 and R-2009-2139884, or as otherwise ordered by the Commission. (c)

12.9.C.5.a. PGW will owe the Supplier all legitimate Supplier charges for basic gas supply services and applicable taxes subject to the discount, regardless of whether the customer has paid the Company. The ownership of each POR Customer's accounts receivable will transfer from the Supplier to the Company upon Customer billing. (c)

12.9.C.5.b. The Company will pay the Supplier in accordance with the following schedule: (c)

1. The Company will remit payment for the receivable on the 25<sup>th</sup> day of the month following the billing month. (c)
2. Payment will not be made to the Supplier when Supplier Charges are not received by the Company within the required time period, as explained in paragraph 12.9.B.2.(e) above. Payment for these charges will be made according to the applicable schedule in the following month, if they are received within the appropriate time period along with the current month charges. (c)

12.9.C.5.c. The Company may purchase accounts receivable based upon an estimated bill. The Company shall add or deduct from any future payments due to the Supplier amounts that may result from reconciliations, adjustments, or recalculations, estimated readings, cancel and rebills, or any applicable billing adjustment. (c)

12.9.C.5.d. Upon request, a Supplier shall provide a written certification to the Company that the Supplier is providing only basic gas supply to POR Customers billed under Consolidated NGDC Billing. Basic gas supply does not include a non-gas supply product (e.g., service contract for appliances, or payment for usage reductions, early contract cancellation fees or late fees, or other similar charges). (c)

12.9.C.5.e. Supplier acknowledges and agrees that the Company is (a) entitled to receive and retain all payments from Supplier's customers for Purchased Receivables, and (b) authorized to conduct collection activities and, if necessary, terminate its delivery service and Supplier's supply services to customers whose accounts receivables were purchased and who fail to make payment of amounts due on the Consolidated NGDC Bill, including the purchased Supplier receivables or other authorized reasons. Any customer whose service is terminated shall be reconnected to SOLR service upon compliance with PGW requirements. (c)

12.9.C.6. Dispute Resolution. To the extent that disputes arise, Supplier and Company shall attempt to resolve such disputes according to the dispute resolution procedures described in Section 12.9.D. of this Supplier Tariff. Parties have the right to resolve such disagreements through PUC dispute resolution process. (c)

12.9.D. Dispute Process. (c)

12.9.D.1. The Company shall process all disputes in accordance with the Public Utility Code and the PUC's applicable orders and regulations (52 Pa. Code 56.1 et seq.) In the event the dispute relates to the Company's charges or actions, or to both Company's and the Supplier's Charges or actions, the Company will coordinate with the Supplier so that a proper investigation to a Customer dispute is conducted and completed within the time period prescribed by 52 Pa Code 56.151(5) and so that the Customer and the Supplier (if the Supplier is involved in the dispute) are informed of the results of the investigation. The Supplier will designate specific personnel for responding to complaints and disputes under this process. The Supplier shall provide all information needed by the Company relating to the Customer's dispute within five (5) business days of the Company's request, unless the gas service is off, in which even the information shall be provided within three (3) business days of the Company's request. In the event, however, the dispute relates solely to the Supplier's Charges or actions the Company shall refer the Customer directly to the Supplier for resolution of the dispute. (c)

12.9.D.2. The Supplier shall hold PGW harmless for the results of any regulatory count or other action arising from a dispute related to a Supplier charge. (c)

12.9.D.3. The Company shall process all informal complaints in accordance with the Public Utility Code and the PUC's applicable orders and regulations. In the event the informal complaint relates to the Company's charges or actions, or to both the Company's and the Supplier's Charges or actions, the Company will coordinate with the Customer's Supplier so that the proper information is submitted to the PUC's Bureau of Consumer Services within the time period required by the PUC. In the event, however, the informal complaint relates only to the Supplier's Charges or actions, the Supplier shall have the sole responsibility to submit the proper information. (c)

12.9.E. Supplier shall pay to Company the following fees for billing services: (c)

12.9.E.1. Billing Fee \$ /Bill. (reserved)

12.9.E.2. Supplier POR cancel/re-bills. To the extent the NGS has provided the Company with inaccurate or erroneous information which requires an adjustment to ratepayer's bills, the NGS agrees to pay the Company billing error fees based upon the following schedule: (c)

the per premise fee will be set at \$45.57 per incident per premise adjusted beginning in PGW's Fiscal Year 2016, and increasing by 2.4% annually thereafter (c)

12.10. In the event a Supplier wants the Company to provide a billing service other than the standard billing service, the fee for such service shall be negotiated between the Company and the Supplier. (c)

(c)

### 13. Supplier Exit Procedures

#### 13.1. WITHDRAWAL BY SUPPLIER FROM GAS CHOICE

13.1.A. In compliance with all applicable PUC rules and regulations, and at least ninety (90) days before withdrawal, a Supplier shall provide to the Company electronic notice, in a form specified by the Company, of withdrawal by the Supplier from the Gas Choice Program, meaning withdrawal from supplying, under this Supplier Tariff, Natural Gas Supply on the Company's system to Customers.

13.1.B. In compliance with all applicable PUC rules and regulations, and at least ninety (90) days prior to said withdrawal, a Supplier shall also provide written notice to its Customers of its withdrawal from the Gas Choice Program.

13.1.C. A Supplier that withdraws from the Gas Choice Program without providing timely notice of withdrawal to the Company and to its Customers shall reimburse the Company for any costs incurred by Company associated with the withdrawal:

13.1.C.1. Mailings by the Company to the Supplier's Customers to inform them of the withdrawal and their options.

13.1.C.2. Non-standard/manual bill calculation and production performed by the Company

13.1.C.3. Supplier data transfer responsibilities that must be performed by the Company, and

13.1.C.4. Charges or penalties imposed on the Company by other third parties resulting from Supplier nonperformance. (c)

13.1.C.5 In the event of a mid-cycle withdrawal, any differences between the NGS's rates that customers are billed for the remainder of the cycle and the Company's SOL R rates shall be recovered as Purchased Gas Costs. (c)

#### 13.2. SUPPLIER'S DISCONTINUANCE OF CUSTOMERS

13.2.A. At least thirty (30) days in advance of any intended discontinuance of service to any of its Firm Transportation Customer classes, a Supplier shall provide electronic notice to the Company of any such discontinuance in a form specified by the Company and in a manner consistent with applicable PUC rules.

13.2.B. A Supplier shall provide a minimum of thirty (30) days advance notice to all members of any Firm Transportation Customer class it intends to stop serving in a manner consistent with applicable PUC rules.

13.2.C. A discontinuance will be effective on a Meter Read Date and in accordance with the Supplier switching rules contained in this Tariff and in the Gas Service Tariff

#### 13.3. TERMINATION OF FIRM POOLING SERVICES AGREEMENT

13.3.A. In the event the Supplier ceases to participate in; or otherwise withdraws from, the Company's Gas Choice Program, the Firm Pooling Agreement between the Supplier and the Company shall terminate thirty (30) days following the date on which the Supplier has no more active Customers