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*Experience & Value*

August 31, 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:

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 Gas Supplier Tariff – Pa. P.U.C. No. 1 on July 2, 2015 and filed revised tariff pages on August 14, 2015. These tariff supplements were filed in compliance with Commission Orders issued on February 20, 2014 in the referenced docket numbers.

The Company discovered that a number of substantive changes that were included in the July 2, 2015 filing were not reflected in the August 14, 2015. In order to correct this inadvertent oversight, PGW is filing the attached tariff pages. Please replace the tariff pages filed on August 14, 2015 with the pages attached, which were revised to address the discrepancies.

The revised tariff pages are being served on the parties in the referenced proceedings as evidenced by the attached Certificate of Service. If you have any question or concerns, do not hesitate to contact me.

Very truly yours,

Edward G. Lanza, Esq.

Enclosures

cc: Certificate of Service (w/ attachments)  
Marissa Boyle, TUS (w/ attachments)

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



Issued by: Craig White  
President and CEO

PHILADELPHIA GAS WORKS  
800 West Montgomery Avenue  
Philadelphia, PA 19122

**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 inclusive of the Natural Gas Supplier gas supply charges that are 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.

## 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, customer class, next meter read date, shopping status, monthly consumption data for 12 months, service point number and account number. A Customer who responds within 15 days may restrict release of all of his/her account information or just his/her usage 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 waiting period in compliance with Applicable Law 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 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 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. Any costs incurred by the Company during the period between the NGS discontinuance/default and the first day of the Customer's next regular billing cycle which cannot be recovered from the NGS shall be considered a Purchased Gas Cost. (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.

## CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants listed below in accordance with the requirements of§ 1.54 (relating to service by a participant).

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