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File #: 174578

July 22, 2019

***VIA ELECTRONIC FILING***

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
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Harrisburg, PA 17105-3265

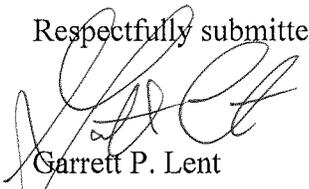
**Re: PA Public Utility Commission, et al. v. UGI Utilities, Inc. - Gas Division**  
**Docket Nos. R-2018-3006814, et al.**

Dear Secretary Chiavetta:

Enclosed for filing is the Joint Petition for Approval of Settlement of All Issues (“Settlement”) in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

The Statements in Support of the enclosed Settlement are being filed separately.

Respectfully submitted,



Garrett P. Lent

GPL/jl  
Enclosures

cc: Honorable Christopher P. Pell  
Certificate of Service

**CERTIFICATE OF SERVICE**

**(Docket No. R-2018-3006814)**

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

**VIA E-MAIL & FIRST CLASS MAIL**

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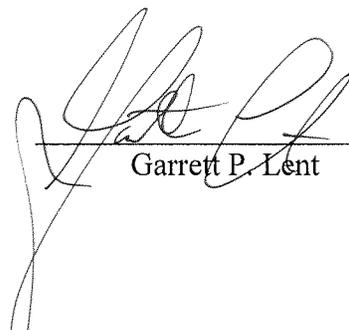
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Christopher Visco  
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Date: July 22, 2019



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Garrett P. Lent

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	R-2018-3006814
Office of Consumer Advocate	:	C-2019-3007753
Office of Small Business Advocate	:	C-2019-3007756
Keith P. Dolon	:	C-2019-3007953
Gail L. Hoffer & Bernadette Margel	:	C-2019-3008002
James J. Knowlton	:	C-2019-3008606
Christopher Visco	:	C-2019-3008737
Ruth E. Neely	:	C-2019-3008833
Sam Galdieri	:	C-2019-3009325
Billie Sue Atkinson	:	C-2019-3009949
	:	
v.	:	
	:	
UGI Utilities, Inc. – Gas Division	:	

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**JOINT PETITION FOR APPROVAL OF  
SETTLEMENT OF ALL ISSUES**

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TO DEPUTY CHIEF ADMINISTRATIVE LAW JUDGE CHRISTOPHER P. PELL:

**I. INTRODUCTION**

UGI Utilities, Inc. – Gas Division (“UGI Gas” or the “Company”), the Bureau of Investigation and Enforcement (“I&E”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (“CAUSE-PA”), the Commission for Economic Opportunity (“CEO”), Natural Gas Supplier Parties (“NGS”) and the Retail Energy Supply Association (“RESA”) (collectively, “NGS/RESA”), UGI Energy Services, Inc. (“UGIES”), and Direct Energy,<sup>1</sup> all Parties to the above-captioned proceeding (hereinafter, collectively the “Joint

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<sup>1</sup> Direct Energy collectively refers to Direct Energy Business, LLC, Direct Energy Services, LLC, and Direct Energy Business Marketing, LLC.

Petitioners” or the “Parties”),<sup>2</sup> hereby file this “Joint Petition for Approval of Settlement of All Issues” (“Settlement”) and respectfully request that Deputy Chief Administrative Law Judge Christopher P. Pell (“ALJ”) and the Pennsylvania Public Utility Commission (“Commission”) approve the proposals set forth in UGI Gas’s above-captioned distribution base rate increase filing subject to the terms and conditions of the Settlement.

This Settlement represents a full settlement of all issues and concerns raised in the instant proceeding. The Settlement provides for increases in rates, as set forth in the *pro forma* tariff supplement attached as **Appendix A** and the proof of revenues attached as **Appendix B** to this Petition, designed to produce a net increase in annual distribution operating revenues of \$30.0 million, based upon a Fully Projected Future Test Year ending September 30, 2020 (“FPFTY”). Proposed Findings of Fact, Conclusions of Law, and Ordering Paragraphs are provided as **Appendices C-E**, respectively.

In support of the Settlement, the Joint Petitioners state the following:

## **II. BACKGROUND**

1. This proceeding was initiated on January 28, 2019, when UGI Gas filed Tariff Gas PA. P.U.C. Nos. 7 and 7S with the Commission. Tariff Gas – PA. P.U.C. Nos. 7 and 7S, issued to be effective for service rendered on or after March 29, 2019, proposed changes to UGI Gas’s base retail distribution rates designed to produce an increase in annual operating revenues of approximately \$71.1 million, based upon data for a FPFTY ending September 30, 2020 (“2019 Base Rate Case”). The filing was made in compliance with the Commission’s

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<sup>2</sup> The Laborers’ District Council of Eastern Pennsylvania (“LDCEPA”) also intervened in this proceeding. LDCEPA filed direct testimony in this proceeding, but did not otherwise actively participate. LDCEPA is not a signatory to this Settlement, but will be served a complete copy. Additionally, seven residential customers filed formal complaints opposing the proposed rate increase. These complainants were not active parties in this proceeding and are not signatories to this Settlement. A complete copy of this Settlement is being served on all formal complainants.

regulations and contains all supporting data and testimony required to be submitted in conjunction with a tariff change seeking a general rate increase.

2. Together with the 2019 Base Rate Case filing, UGI Gas served the following direct testimony: UGI Gas Statement No. 1, Direct Testimony of Paul J. Szykman; UGI Gas Statement No. 2, Direct Testimony of Hans G. Bell; UGI Gas Statement No. 3, Direct Testimony of Stephen F. Anzaldo; UGI Gas Statement No. 4, Direct Testimony of Megan Mattern; UGI Gas Statement No. 5, Direct Testimony of Paul R. Moul; UGI Gas Statement No. 6, Direct Testimony of Paul R. Herbert; UGI Gas Statement No. 7, Direct Testimony of John F. Wiedmayer; UGI Gas Statement No. 8, Direct Testimony of David E. Lahoff; UGI Gas Statement No. 9, Direct Testimony of Shaun M. Hart; UGI Gas Statement No. 10, Direct Testimony of Daniel V. Adamo; UGI Gas Statement No. 11, Direct Testimony of Nicole M. McKinney; UGI Gas Statement No. 12, Direct Testimony of Angelina M. Borelli; and UGI Gas Statement No. 13, Direct Testimony of Theodore M. Love.

3. Formal complaints against the 2019 Base Rate Case were filed by OCA and OSBA, as well as seven customers. Petitions to intervene were filed by and granted for CEO, CAUSE-PA, Direct Energy, NGS/RESA, UGIES, and LDCEPA. I&E filed a Notice of Appearance.

4. On February 28, 2019, the Commission issued an Order suspending Tariff Gas – PA. P.U.C. Nos. 7 and 7S until October 29, 2019, unless otherwise directed by Order of the Commission. *See February 28, 2019 Order*, Para. 2, Docket No. R-2018-3006814.

5. A prehearing conference was held as scheduled on March 13, 2019. A litigation schedule and modified discovery rules were agreed to by the active Parties and adopted in the Scheduling Order issued by the ALJ on March 14, 2019.

6. Pursuant to the litigation schedule adopted in the Scheduling Order, I&E, OCA, OSBA, CAUSE-PA, CEO, NGS/RESA, Direct Energy, and LDCEPA served the following direct testimony on April 30, 2019:

- (a) I&E: I&E Statement No. 1, Direct Testimony of D.C. Patel; I&E Statement No. 2, Direct Testimony of Anthony Spadaccio; I&E Statement No. 3, Direct Testimony of Joseph Kubas; I&E Statement No. 4, Direct Testimony of Chris Henkel; I&E Statement No. 5, Direct Testimony of Elena Bozhko; and I&E Statement No. 6, Direct Testimony of Jim Harchar.
- (b) OCA: OCA Statement No. 1, Direct Testimony of Lafayette Morgan; OCA Statement No. 2, Direct Testimony of Kevin O'Donnell; OCA Statement No. 3, Direct Testimony of Jerome Mierzwa; OCA Statement No. 4, Direct Testimony of Roger D. Colton; and OCA Statement No. 5, Direct Testimony of Stacey Sherwood.
- (c) OSBA: OSBA Statement No. 1, Direct Testimony of Robert D. Knecht.
- (d) CEO: CEO Statement No. 1, Direct Testimony of Eugene M. Brady.
- (e) CAUSE-PA: CAUSE-PA Statement No. 1, Direct Testimony of Mitchell Miller.
- (f) NGS/RESA: NGS/RESA Statement No. 1, Direct Testimony of Laura Greenholt-Tasto.
- (g) Direct Energy: Direct Energy Statement No. 1, Direct Testimony of Orlando Magnani.
- (h) LDCEPA: LDCEPA Statement No. 1, Direct Testimony of Tony Seiwell

7. On May 30, 2019, UGI Gas served the following rebuttal testimony: UGI Gas Statement No. 1-R, Rebuttal Testimony of Paul J. Szykman; UGI Gas Statement No. 2-R, Rebuttal Testimony of Hans G. Bell; UGI Gas Statement No. 3-R, Rebuttal Testimony of Stephen F. Anzaldo; UGI Gas Statement No. 4-R, Rebuttal Testimony of Megan Mattern; UGI Gas Statement No. 5-R, Rebuttal Testimony of Paul R. Moul; UGI Gas Statement No. 6-R, Rebuttal Testimony of Paul R. Herbert; UGI Gas Statement No. 8-R, Rebuttal Testimony of David E. Lahoff; UGI Gas Statement No. 9-R, Rebuttal Testimony of Shaun M. Hart; UGI Gas

Statement No. 10-R, Rebuttal Testimony of Daniel V. Adamo; UGI Gas Statement No. 11-R, Rebuttal Testimony of Nicole M. McKinney; UGI Gas Statement No. 12-R, Rebuttal Testimony of Angelina M. Borelli; and UGI Gas Statement No. 13-R, Rebuttal Testimony of Theodore M. Love. UGI Gas also served a revised accounting exhibit, UGI Gas Exhibit A – Fully Projected (REVISED).

8. Also on May 30, 2019, OCA served OCA Statement No. 3-R, Rebuttal Testimony of Jerome Mierzwa. OSBA served OSBA Statement No. 1-R, Rebuttal Testimony of Robert D. Knecht. Direct Energy served Statement No. 1-R, Rebuttal Testimony of Orlando Magnani.

9. On June 13, 2019, parties other than UGI Gas served the following surrebuttal testimony.

- (a) I&E: I&E Statement No. 1-SR, Surrebuttal Testimony of D.C. Patel; I&E Statement No. 2-SR, Surrebuttal Testimony of Anthony Spadaccio; I&E Statement No. 3-SR, Surrebuttal Testimony of Joseph Kubas; I&E Statement No. 4-SR, Surrebuttal Testimony of Chris Henkel; and I&E Statement No. 6-SR, Surrebuttal Testimony of Jim Harchar.
- (b) OCA: OCA Statement No. 1-S, Surrebuttal Testimony of Lafayette Morgan; OCA Statement No. 2-S, Surrebuttal Testimony of Kevin O'Donnell; OCA Statement No. 3-S, Surrebuttal Testimony of Jerome Mierzwa; OCA Statement No. 4-S, Surrebuttal Testimony of Roger D. Colton; and OCA Statement No. 5-S, Surrebuttal Testimony of Stacey Sherwood.
- (c) OSBA: OSBA Statement No. 1-S, Surrebuttal Testimony of Robert D. Knecht.
- (d) CAUSE-PA: CAUSE-PA Statement No. 1-SR, Surrebuttal Testimony of Mitchell Miller.
- (e) NGS/RESA: NGS/RESA Statement No. 1-SR, Surrebuttal Testimony of Laura Greenholt-Tasto.
- (f) Direct Energy: Direct Energy Statement No. 1-SR, Surrebuttal Testimony of Orlando Magnani.

10. On June 18, 2019, UGI Gas served the following rejoinder testimony: UGI Gas Statement No. 1-RJ, Rejoinder Testimony of Paul J. Szykman; UGI Gas Statement No. 2-RJ, Rejoinder Testimony of Hans G. Bell; UGI Gas Statement No. 3-RJ, Rejoinder Testimony of Stephen F. Anzaldo; UGI Gas Statement No. 4-RJ, Rejoinder Testimony of Megan Mattern; UGI Gas Statement No. 5-RJ, Rejoinder Testimony of Paul R. Moul; UGI Gas Statement No. 6-RJ, Rejoinder Testimony of Paul R. Herbert; UGI Gas Statement No. 8-RJ, Rejoinder Testimony of David E. Lahoff; UGI Gas Statement No. 9-RJ, Rejoinder Testimony of Shaun M. Hart; UGI Gas Statement No. 10-RJ, Rejoinder Testimony of Daniel V. Adamo; and UGI Gas Statement No. 12-RJ, Rejoinder Testimony of Angelina M. Borelli.

11. The Parties engaged in extensive discovery throughout the proceeding. UGI Gas responded to more than 1,000 interrogatories and requests for production of documents, many of which included multiple subparts.

12. As a result of extensive settlement discussions, the Joint Petitioners were able to reach a settlement in principle of all issues. The active Parties agreed to waive cross examination.

13. An evidentiary hearing was held on June 20, 2019. At the evidentiary hearing, the Parties moved their respective testimonies and exhibits into the record.<sup>3</sup>

14. As a result of the efforts described above, the Joint Petitioners have agreed to a settlement that fully resolves all issues among them. The Joint Petitioners are in full agreement that the Settlement is in the public interest as a reasonable resolution of their respective interests and should be approved. The Settlement agreed to by the Joint Petitioners is set forth in the following Section III.

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<sup>3</sup> UGIES, LDCEPA and the customer complainants did not appear at the evidentiary hearing.

### **III. SETTLEMENT**

#### **A. GENERAL**

15. The following terms of this Settlement reflect a carefully balanced compromise of the interests of all of the active Parties in this proceeding. The Joint Petitioners agree that the Settlement is in the public interest.

16. The Joint Petitioners agree that UGI Gas's January 28, 2019 distribution base rate increase filing should be approved, including those tariff changes included in and specifically identified in **Appendix A** attached hereto, subject to the terms and conditions of this Settlement specified below.

#### **B. REVENUE REQUIREMENT**

17. UGI Gas will be permitted to submit a revised tariff supplement designed to produce an annual distribution revenue increase of \$30.0 million, to become effective on or before October 29, 2019 for service rendered thereafter. The increase in annual distribution rate revenue is in lieu of the as filed increase of approximately \$71.1 million. The settlement as to revenue requirement shall be a "black box" settlement, except for the items set forth below.

18. Test Year Plant Reporting Obligation. An update to UGI Gas's Revised Exhibit A, Schedule C-2 shall be submitted to I&E, OCA, and OSBA no later than January 2, 2020, which update should include actual capital expenditures, plant additions, and retirements by month from October 1, 2018 through September 30, 2019, and an additional update to Schedule C-2 for actual expenditures by month from October 1, 2019 through September 30, 2020 shall be filed no later than January 2, 2021.

19. DSIC-eligible Plant Balances. As of the effective date of rates in this proceeding, UGI Gas will be eligible to include plant additions in the Distribution System Improvement Charge ("DSIC") once the total net plant balances reach the levels projected to be in service in

Revised UGI Gas Exhibit A as of September 30, 2020 (\$2,875,056,000). The foregoing provision is included solely for purposes of calculating the DSIC and is not determinative for future ratemaking purposes of the projected additions to be included in rate base in an FPFTY filing.

20. DSIC Calculation Return On Equity. For purposes of calculating its DSIC, UGI Gas shall use the equity return rate for gas utilities contained in the Commission's most recent Quarterly Report on the Earnings of Jurisdictional Utilities and shall update the equity return rate each quarter consistent with any changes to the equity return rate for gas utilities contained in the most recent Quarterly Earnings Report, consistent with 66 Pa. C.S. § 1357(b)(3), until such time as the DSIC is reset pursuant to the provisions of 66 Pa. C.S. § 1358(b)(1).

21. EE&C. The overall revenue requirement assumes that the Company's proposed Energy Efficiency and Conservation ("EE&C") Plan test year modifications, including the expansion of the program into the UGI Central rate district, are approved as part of this proceeding subject to the modifications discussed below in Paragraphs 32 through 36. The overall revenue requirement includes annual EE&C expenditures.

### **C. REVENUE ALLOCATION/RATE DESIGN**

22. Billing Determinants. Use per customer and number of customer billing determinants utilized in the proof of revenue (UGI Gas Exhibit E) will be those set forth in the Company's initial filing, except that the sales for Rate R/RT shall be increased by 1,128,518 Mcf (2 Mcf per year per Rate R/RT heating customer).

23. Revenue Allocation. Class revenue allocation will be based on the following table:

Class	Revenue Allocation (\$ million)	
Rate R/RT	\$	23.02
Rate N/NT	\$	4.85
Rate DS	\$	0.49
Rate LFD	\$	0.79
Rate XD	\$	0.95
Rate IS	\$	(0.10)
Total	\$	30.00

24. Uniform Distribution Rates and Riders. The Company’s proposal to move all rate classes to uniform distribution and purchased gas cost rates on the effective date of new rates established in this proceeding is accepted, provided, however, that for Rate N/NT and Rate DS, uniform distribution rates will be achieved in two steps (Step 1 beginning with the effective date of new rates and Step 2 effective with new rates established in the Company’s next general rate proceeding under 66 Pa. C.S. § 1308(d)). For Step 1, the Rate N/NT North rate district rates will be increased by twelve (12) percent and Rate DS North rate district rates will be increased by twenty (20) percent, with Rate N/NT and Rate DS South and Central rate districts being set uniformly by class to recover the remaining N/NT and DS revenue requirements, respectively. For Step 2, the parties reserve their rights to oppose the Company’s proposed rates and propose alternative rates. Purchase Gas Cost (“PGC”) rate consolidation will occur with the effective date of the new PGC year, December 1, 2019.

25. Monthly Customer Charges. The customer charges shall be those proposed by the Company except as set forth below:

- Rate R/RT: \$14.60 (\$19.00 proposed);
- N/NT: \$23.50 (\$37.00 proposed)
- DS: \$260.00 (\$280 proposed);
- LFD: \$670.00 (as filed)

26. Interruptible Revenue. Proof of Revenue will include a total of \$24.602 million of interruptible revenue (versus \$14.9 million, as filed). The Company's proposed Extension and Expansion Fund and Interruptible Sharing Mechanism are withdrawn.

27. GET Gas. The Company's Growth Extension Tariff ("GET Gas") pilot program will continue for an additional five years subject to annual reporting requirements. The Company will be permitted to implement GET Gas Surcharges, as reflected below:

- Residential: \$29.00;
- Commercial customer charge: \$20.03; and
- Commercial volumetric charge: \$1.87/Mcf.

However, the GET Gas Rider Rate for customers accepted by the Company before October 29, 2019 at the following rates shall remain unchanged:

- Rate Schedules R and RT: \$21.75 monthly charge
- Rate Schedules N and NT: \$13.08 monthly charge plus \$1.07 per Mcf for all usage.

Effective with the effective date of new rates in this proceeding, the Company may continue to use the GET Gas program to expand into additional underserved and unserved areas of its certificated service territory except in Gas Beyond the Mains territories already determined uneconomic by the Commission. The Company will include in each above-referenced annual report an economic evaluation including cost, saturation and revenue projections for each GET Gas project.

28. USP Rider. The Company's proposed Universal Service Program ("USP") Rider is accepted, provided that the 9.2 percent Customer Assistance Program ("CAP") Credit bad debt offset will be applied where CAP enrollment exceeds 19,672 CAP customers rather than the Company's proposed level of 21,530.

29. Tax Cuts and Jobs Act. The Company's proposal to flow-back January through June 2018 Tax Cuts and Jobs Act tax savings to customers, including applicable interest, is accepted.

30. PGC Revenue Adjustment. The Company will agree to move the PGC Revenue Overcollection issue to the pending PGC rate proceeding at Docket No. R-2019-3009647. All parties reserve their right to support or oppose the Company's position in the context of that proceeding.

31. ACH/Credit Card Fee Waiver. The Company's proposal to eliminate credit card fees is accepted.

**D. ENERGY EFFICIENCY AND CONSERVATION PLAN**

32. General. The Company's proposal to extend the current EE&C programs to the Central rate district is approved. The Company's proposed modifications to the EE&C plan and associated budgets are accepted for the five year period covering fiscal years 2020 thru 2024.

33. Evaluation Costs. EE&C evaluation costs will be allocated amongst all rate classes for ratemaking recovery as they are incurred.

34. Program Budgets. EE&C program budgets will be restricted so that program funds cannot be moved between residential and nonresidential rate classes. Budget flexibility within a rate class' portfolio should be limited to twenty-five (25) percent of a program's five-year total budget. The parties agree that the Company will petition the Commission for approval of changes of twenty-five (25) percent or more of a five-year total program budget within a rate class.

35. Recovery of LIURP through EE&C. UGI Gas will discontinue recovery of \$100,000 of LIURP funding through its EE&C Rider.

36. Assessment Fee for LIURP Participants. Starting with the effective date of new rates established in this proceeding, customers who contact the UGI LIURP Team and who are determined by the UGI LIURP Team to have income at or below two hundred (200) percent of FPL, but who do not meet LIURP high energy usage thresholds, or who request direct install measures not offered by LIURP but offered by the EE&C Residential Retrofit (“RR”) Program, will be referred to the RR Program to receive a fee-waived assessment. The RR assessment fee waiver, including all direct install measures implemented under a fee-waived assessment, will be capped at \$250,000 annually. The \$250,000 is not incremental of the RR Program budget. Direct install measures shall include, but not be limited to: smart thermostats, low flow devices, and water heater tank temperature setback.

**E. UNIVERSAL SERVICE AND OTHER LOW INCOME ISSUES**

37. Use of Community Based Organizations. The Company commits to maintaining its existing business relationship with Community Based Organizations (“CBOs”), subject to each individual CBO’s continued performance in conformance with the Company’s Universal Service and Energy Conservation Plan (“USECP”) rules and its contract with the Company.

38. Distribution of Universal Services Funding. The Company will maintain its current funding allocation as proposed in its pending USECP at Docket No. M-2017-2598190 across the geographic footprint of its former three rate districts unless and until a new allocation is proposed and approved as part of its next triennial USECP filing. Any additional funding agreed to in this proceeding will be distributed accordingly. The Company is permitted to reallocate no more than five (5) percent of that initial allocation across its former rate districts in a given program year. The parties may raise issues about the Company’s Consolidated LIURP and Hardship Fund programs in the next triennial USECP filing. Any revision to this funding allocation will be circulated to all parties and shared with Commission staff at the Bureau of

Consumer Services, and will include data about the actual spending for each of the two programs to date.

39. Unspent Program Dollars. Unspent program dollars for UGI Gas's Consolidated LIURP and Hardship Fund programs at the end of a program year will roll over and be added to the budget for the following year.

40. Annual LIURP Funding Increase. The Company agrees to increase its aggregate LIURP expenditures by \$400,000 for its pending triennial USECP with such funding to commence no earlier than January 1, 2020.

41. Emergency Furnace Repair Program. Starting no earlier than January 1, 2020, UGI Gas will increase its aggregate Gas LIURP budget by \$100,000 per year to provide additional funding for its Emergency Furnace Repair Program. The Company will permit all eligible customers throughout the service territory to participate.

42. Third Party Notification Program. UGI Gas will agree to provide Third Party Notification ("TPN") forms to its CBOs for inclusion in their assistance applications. To the extent that CBOs charge UGI Gas for use of these TPN forms, UGI Gas will be permitted to recover these costs through the USP Rider.

43. Forms of Income Verification for Cold Weather Protections. UGI Gas will agree to amend its tariff language on cold weather protection to adopt the language from the Columbia Gas of Pennsylvania tariff. UGI Gas's tariff will be revised to state as follows: "The Company will use financial information from the customer provided within the most recent twelve (12) month period to determine if a customer exceeds the 250% federal poverty threshold."

44. Government Identification to Establish Service. UGI Gas will agree to modify its tariff to specifically identify that any current form of government-issued identification, including identification issued by a foreign government, will be accepted to establish service.

45. Security Deposit Waiver. UGI Gas will agree to revise its letter, as well as its call scripts, training materials, and other written policies and procedures, to clarify that enrollment in CAP is not a requirement to obtain a security deposit waiver, and to clarify the steps that the customer must take to obtain a security deposit waiver. UGI Gas will review its revised materials at its annual Universal Service Program Collaborative Meeting, and will solicit feedback and recommendations for further revisions from participants at the meeting.

46. Release of Previously Collected Security Deposits. On a monthly basis, UGI Gas will review currently held security deposits, and will issue a bill credit or refund for any deposit previously collected from a confirmed low income customer. UGI Gas will continue this monthly review process until programming for a permanent fix to its billing system is complete and operationalized.

47. Quarterly CAP Rate Plan Review. On a quarterly basis, UGI Gas will review CAP rates for those enrolled in the average bill or percentage of income CAP rate plans to determine whether a more affordable rate plan is available. To the extent the CAP customer qualifies, the CAP customer's applicable CAP rate will be adjusted to the lowest available rate at the time of review. UGI Gas will be permitted to recover any just and reasonably incurred Information Technology costs associated with formalizing this practice in its customer billing system through its Rider USP. Such costs to be recovered through the USP will be capped at \$125,000. UGI Gas will be permitted to recover all Information Technology costs associated with formalizing this practice in its customer billing system through its Rider USP. UGI Gas

will begin this review process within 10 months of the effective date of rates. Within 90 days after the first quarterly CAP rate adjustment is made, UGI Gas will report to the parties on the number of rate adjustments made through this review process.

48. Budget Billing Enrollment. UGI Gas will eliminate its restriction on Budget Billing enrollment that bars the enrollment of customers in arrears in Budget Billing. Any arrearage balance and payments towards the arrearage balance will be accounted for separately from the customer's Budget Bill amount.

49. Timing. Except as otherwise indicated, the Company agrees to implement the agreed upon enhancements to its universal service program changes specified above within ninety (90) days of the effective date of the rate increase. The Company will file a status report with the Commission certifying that the agreed-upon policy changes have been implemented within one hundred and eighty (180) days of the effective date of the rate increase.

## **F. TRANSPORTATION**

50. General. Unless modified in the following paragraphs, the Company's proposed choice and non-choice transportation program rules are approved and shall become effective November 1, 2019, in the case of the choice transportation program and November 1, 2020, in the case of the non-choice transportation program.

51. Delivered Supply Service. Effective November 1, 2020, the Company will make necessary tariff changes in its compliance filing in this case to allow deliveries of delivered supply service available to a Natural Gas Supplier ("NGS") under the choice program to be used to meet its non-choice delivery requirements to the extent the delivered supply capacity is not needed to serve a NGS's choice load. Such deliveries will be subject to delivery region deliverability requirements.

52. Non-Choice Daily Balancing. Effective November 1, 2020, the applicable daily balancing tolerance shall be four and one-half (4.5) percent.

53. Rate NNS. The Company will adjust the storage trip cost in the calculation of Rate NNS charges to \$0.3483 per Mcf. The Company shall clarify in its tariff that Rate NNS service elections in excess of four and one-half (4.5) percent are interruptible. The resulting Rate NNS charges will be as follows:

	As Filed 1/28/2019	Settlement 6/13/2019
NNS Unit Cost \$/mcf	0.0092	0.0244
NNS Unit of Demand \$/mcf per month	0.1840	0.4880

54. Rate MBS. The following changes to the Rate MBS shall be made: 1) OCA's proposed inclusion of storage demand charges on a 100 percent load factor basis in the development of the rate shall be adopted; and 2) the Company will update the average monthly imbalance utilized in the development of Rate MBS charges annually with the actual average monthly imbalance for the 12 month period ending September to determine the new Rate MBS charges effective December 1 each year. The Company shall include the new Rate MBS charges as part of its annual PGC compliance filing. The resulting initial Rate MBS charges would be as follows:

	As Filed 1/28/2019	Settlement 6/13/2019 (with avg storage use = 1.54% as- filed)
MBS – DS \$/mcf	0.0141	0.0190
MBS – LFD \$/mcf	0.0082	0.0110
MBS – XD Firm \$/mcf	0.0084	0.0113

55. Acceptable Substitute Delivery Points. The Company's proposal is accepted with the following qualifications. First, the Company will delay implementation of the interconnections with the Sunbury Pipeline and Mt. Bethel Pipeline as Acceptable Substitute Delivery Points for non-choice transportation customer deliveries until November 1, 2023, provided that those points may be used for purchased gas cost obligations and choice related peaking and delivered services. Second, UGI Gas shall provide written notice on its Gas Management Website of any proposed interconnection points within thirty (30) days of the execution of an Interconnection Agreement with the Company where the interconnecting entity elects to have the Interconnection Point included as an Acceptable Substitute Delivery Point. Such notice will include a posting of the interconnecting entity's name and contact information with the express goal of allowing NGSs sufficient opportunity to consider adjustments to their supply plans.

56. Capacity Assignment. As reflected in Rule 22A.6 of the compliance tariff, effective November 1, 2020, the weighted average cost of demand ("WACOD") charges to customers, or their NGS, served under Rates DS and LFD, and who utilize assigned PGC capacity, shall be modified as follows:

- (a) The WACOD charges for Rate DS shall include the associated demand charges for Peaking Services on a 100% percent basis, and the revised WACOD will be assessed to all Rate DS transportation customers;
- (b) The WACOD charges for Rate LFD shall include the associated demand charges of Peaking Services on a 50% percent basis, and the revised WACOD will be assessed to all Rate LFD customers electing assigned capacity;

- (c) The resulting WACOD charges under (i) and (ii) shall be reduced by the Economic Benefit of Peaking Service commodity supply defined in Rule 22A.6 (EBPS Credit), which shall be included as a monthly deduction (credit) to the WACOD calculation for Rate DS and Rate LFD customers on an actual experienced basis, subject to review and reconciliation through the 2021 PGC filing;
- (d) Modifications set forth in subparagraphs (i) – (iii) shall be implemented without further change on a pilot basis, and will become permanent unless changed by order of the Commission pursuant to a proposed change by the Company or any other party, which proposal may become effective only for periods after December 1, 2021;
- (e) The Company shall be held harmless in the application of the changes to the WACOD mechanism in this paragraph; and
- (f) The Company shall post on its password protected gas management website the calculation of the associated demand charges and the EBPS Credit on a monthly basis.

The Company's capacity assignment proposals for Rate XD are accepted as filed.

57. Non-Choice Excess Imbalances.

**Cash-out Price.** The Company's currently effective cash-out pricing methodology (Sections 20.2c and 20.4 in the UGI South Rate District and UGI North Rate District Gas Service Tariffs No. 6 and 9, respectively, and Sections 16.3c and 16.5 in UGI Central Rate District Gas Service Tariff No. 4) shall remain unchanged up through and including October 31, 2020 ("Transition Period"). Effective on and after November 1, 2020 ("Post-Transition Period"), the Company's proposed delivery region cash-out pricing methodology shall become effective. The Company will include in the compliance tariff rules applicable to each of the Transition Period and the Post-Transition Period.

**Monthly Cash-out Volume.** The Company will include in the compliance tariff rules applicable to each of the Transition Period and the Post-Transition Period. For the Transition Period the Company’s monthly cash-out rules, as proposed by the Company, will be unchanged. For the Post-Transition Period, the Company will specify a cash-out methodology that cashes out, for both long and short positions, only the increment that is greater than 5% (rather than cash out the entire balance) once the 10% threshold is exceeded, but shall otherwise be as proposed by Company.

58. Supply Nomination Process.

**Supply Nomination Process** – The deadline for Delivered Supply under the choice program shall remain 8:45 am. The Company shall provide the Daily Delivery Requirement target no later than 8:15 am. The deadline for Bundled Supply under the choice program shall be extended from 9:00 am to 2:00 pm.

**DUNS numbers** – Effective November 1, 2019, the Company will institute a common DUNS number for the purpose of making customer and delivery nominations under the choice transportation program. Effective November 1, 2020, the Company will institute a common DUNS number for the purpose of making customer and delivery nominations under the non-choice transportation program.

59. Daily Metering Expansion. The Company’s proposal is accepted, as discussed in the Direct Testimony of Shaun Hart, UGI Statement No. 9, and the Company will exercise best efforts to transfer the remaining non-choice transportation accounts to calendar month billing and balancing pools by no later than November 1, 2020.

60. Merger of Southeast and Southwest Regions. The Company agrees to merge these regions. The updated delivery split requirements will be as follows:

Revised Delivery Regions and Requirements (Merged SW and SE regions)	
Region	Delivery Requirement
North	100% Tennessee
Central	100% Transco
South	30%-45% Columbia MA 21, 23, 25, 29 55%-70% Texas Eastern (Up to 8% of Texas Eastern supplies may be delivered to meters West of Dauphin and York)
West	100% Columbia – Market Area 36

61. Eligible Customer Delivery List. The Company agrees to modify its Eligible Customer List to provide associated customer delivery region designations. UGI Gas will continue to provide certain information concerning choice customers in accordance with the Commission's customer information disclosure regulations at 52 Pa. Code §62.78. For non-choice customers, the Company will post a listing of account numbers and their respective delivery region designations on its website. Such posting will be made on a password protected website accessible only by authorized Company personnel and licensed NGSs qualified to do business on the UGI Gas system.

62. Producer List. UGI Gas shall release to suppliers a full list of producers directly connected to the UGI Gas system. Such posting will be made on a password protected website accessible only by authorized Company personnel and licensed NGSs.

63. Access to Storage. The Company commits to analyze the capability to provide a virtual storage proposal ("VSP") to NGSs who provide "choice" natural gas supply service on the UGI Gas distribution system that will allow suppliers to manage injections and withdrawals of supply through nominations made to the Company. The VSP analysis shall include a review of allowable mechanisms pursuant to FERC policy and rules in order to identify potential legal barriers and solutions, if any, and provide a strawman proposal to the extent the Company identifies a workable VSP construct. Such proposal may include, but may not be limited to, the identification of all associated costs related to specific asset utilization, administrative costs and IT architecture costs. The VSP analysis shall be completed no later than March 1, 2020. The Company will thereafter hold a collaborative meeting for stakeholder input, and pending the outcome of that collaborative, may thereafter make a VSP filing with the Commission; with

such filing, if made, being no later than October 1, 2020. If UGI Gas determines not to make a filing, all parties expressly preserve their rights regarding future litigation of this issue.

## **G. ACCOUNTING**

### 64. Environmental Cost Recovery.

**Normalized Allowance.** The Settlement reflects an annual normalized amount of \$4.188 million for prospective environmental expenditures under the Pennsylvania Department of Environmental Protection (“DEP”) Consent Order Agreements (“COAs”), as shown on UGI Gas Exhibit A (FPFTY), Schedule D-8, line 4.

Annual differences between \$4.188 million and actual expenditures will be deferred as a regulatory asset (where expenditures are greater than \$4.188 million per year) or as a regulatory liability (where expenditures are less than \$4.188 million on an annual basis) and accumulated for book and ratemaking purposes until the Company’s next base rate case.

**Amortization of Prior Balances.** The Settlement reflects the use of a five-year amortization period to be applied to the combined regulatory asset balances of \$8.103 million set forth on UGI Gas Exhibit A, Schedule D-8, lines 9 and 13, to establish a combined expense to be amortized for book and ratemaking purposes of \$1.621 million per year.

65. ADIT/EDFIT. The Company’s Accumulated Deferred Income Tax (“ADIT”) and pro-rationing methodology as required by Treasury Regulation 1.167(l)-1(h)(6)(ii) is accepted. Further, the Company’s method to amortize Excess Accumulated Deferred Federal Income Taxes (“EDFIT”) according to the Average Rate Assumption Method (“ARAM”) is accepted. Absent a change in federal or state law, regulation, judicial precedent or policy, the remaining unamortized EDFIT balance will continue as a reduction to rate base in all future proceedings until the full amount is returned to ratepayers.

66. Repairs Allowance. For purposes of determining the revenue requirement in this case, all capitalized repairs deductions claimed on a tax return have been normalized for ratemaking purposes and the appropriate related amount of tax effect of those deductions has been reflected as ADIT as a reduction to UGI Gas’s rate base.

67. UNITE/Hypercare. The Company's proposed accounting treatment for UNITE and Hypercare costs is accepted.

68. Accounting for Mechanical Tee Programs. Effective October 1, 2018, the Company will be permitted, for book accounting purposes, to record the costs associated with its mechanical tee remediation program as capital investment.

69. Depreciation Rates. For purposes of this settlement, the Company's as-filed depreciation rates are accepted for the Company's accounting purposes.

#### **H. SAFETY**

70. UGI Gas agrees to continue conducting separate risk analyses for each of the three districts and will continue to maintain a combined system-wide calculated risk for all assets across company territories in one master DIMP record which will be utilized for LTIP prioritization purposes.

71. UGI Gas agrees to continue taking affirmative steps to reduce restoration costs, through efforts including, but not limited to, coordinating pipe replacement projects with other street projects, and replacing pipe using trenchless construction techniques where technically and economically feasible.

72. UGI Gas agrees to hold a one-time stakeholder meeting with the Commission's Safety Division, and any other interested parties to this proceeding, within sixty (60) days following the final order in this proceeding, to elicit input into potential strategies designed to reduce construction and restoration costs associated with pipeline replacement projects.

#### **I. OTHER ISSUES**

73. Interruptible Customer Competitive Analysis. The Company agrees to maintain a competitive alternative analysis for each interruptible customer with alternate fuel capability every five (5) years. The competitive alternative analysis will include twelve (12) months of

historical usage, the date the analysis was completed, and a reasonable proxy cost on an equivalent BTU basis the customer would incur to utilize the alternative fuel based on published index prices for the alternative fuel. The analysis will compare the IS rates each customer pays with the cost that customer would incur to utilize the alternative fuel. The competitive analysis for each customer will include a listing of actual interruptions with dates and duration in the past five years. The first Interruptible Customer Competitive Analysis will be provided in the next base rate case.

#### **IV. THE SETTLEMENT IS IN THE PUBLIC INTEREST**

74. Commission policy promotes settlements. *See* 52 Pa. Code § 5.231. Settlements lessen the time and expense the Parties must expend litigating a case and, at the same time, conserve administrative resources. The Commission has indicated that settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. *See id.* § 69.401. In order to accept a settlement, the Commission must first determine that the proposed terms and conditions are in the public interest. *Pa. PUC v. York Water Co.*, Docket No. R-00049165 (Order entered Oct. 4, 2004); *Pa. PUC v. C.S. Water and Sewer Assocs.*, 74 Pa. P.U.C. 767 (1991).

75. This Settlement was achieved by the Joint Petitioners after an extensive investigation of UGI Gas's filing, including extensive informal and formal discovery and the filing of substantial testimony by the active Parties.

76. Approval of the Settlement will lessen the time and expenses that the active Parties and the Commission must expend on the proceedings.

77. The Joint Petitioners will further supplement the reasons that the Settlement is in the public interest in their Statements in Support, which are being filed separately. In their respective Statements in Support, each Joint Petitioner explains why, in its view, the Settlement

is fair, just, and reasonable and reflects a reasonable compromise of the disputed issues in this proceeding.<sup>4</sup>

## **V. SETTLEMENT CONDITIONS**

78. The Settlement is conditioned upon the Commission's approval of the terms and conditions contained in this Settlement without modification. If the Commission modifies the Settlement, any Joint Petitioner may elect to withdraw from the Settlement and may proceed with litigation and, in such event, the Settlement shall be void and of no effect. Such election to withdraw must be made in writing, filed with the Secretary of the Commission and served upon all Joint Petitioners within five (5) business days after the entry of an Order modifying the Settlement.

79. If the Commission approves the Settlement, the Joint Petitioners acknowledge and agree that the rates, rules, and proposals set forth in the 2019 Base Rate Case filing, as modified by the Settlement, shall be Commission-made rates.

80. This Settlement is proposed by the Joint Petitioners to settle all issues in the instant proceeding. If the Commission does not approve the Settlement and the proceeding continues, the Joint Petitioners reserve their respective procedural rights to evidentiary hearings, submission of additional testimony and exhibits, cross-examination of witnesses, briefing, and argument of their respective positions. The Settlement is made without any admission against, or prejudice to, any position that any Joint Petitioner may adopt in the event of any subsequent litigation of these proceedings, or in any other proceeding.

81. The Joint Petitioners acknowledge that the Settlement reflects a compromise of competing positions and does not necessarily reflect any Joint Petitioner's position with respect

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<sup>4</sup> It is noted that, because certain Joint Petitioners only participated with regard to certain issues in this proceeding, some of the Statements in Support may be limited in the scope of issues addressed.

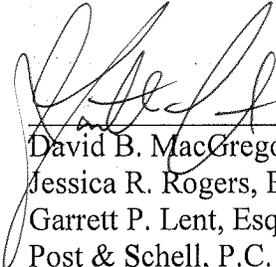
to any issues raised in this proceeding. The terms and conditions of the Settlement are limited to the facts of this specific case and are the product of compromise for the sole purpose of settling this case. This Settlement is presented without prejudice to any position which any of the Joint Petitioners may have advanced and without prejudice to the position any of the Parties may advance on the merits of the issues in future proceedings. This Settlement does not preclude the Joint Petitioners from taking other positions in proceedings of other public utilities under Section 1308 of the Public Utility Code, 66 Pa.C.S. § 1308, or any other proceeding.

82. If the ALJ adopts the Settlement without modification, the Joint Petitioners waive their right to file Exceptions.

**VI. CONCLUSION**

WHEREFORE, UGI Gas, I&E, OCA, OSBA, CAUSE-PA, CEO, NGS/RESA, UGIES, and Direct Energy respectfully request that the Honorable Deputy Chief Administrative Law Judge Christopher P. Pell recommend approval of, and the Pennsylvania Public Utility Commission approve, this Joint Petition for Approval of Settlement of All Issues.

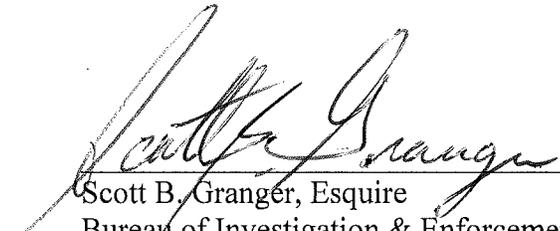
Respectfully submitted,

  
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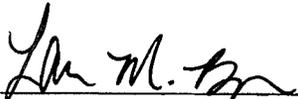
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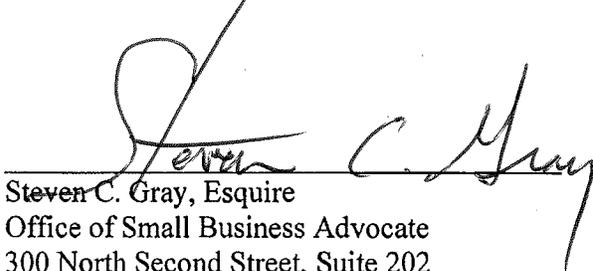
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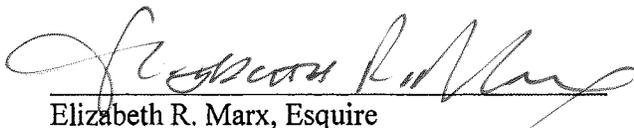
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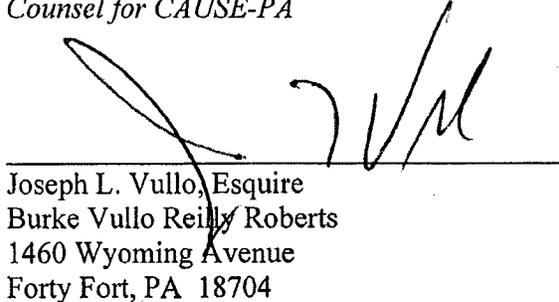
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# **Appendix A**

## ***Pro Forma* Tariff Supplement**

Original UGI Utilities, Inc.- Gas Division Tariff - Pa. P.U.C. Nos. 7 and 7S Superseding  
UGI Utilities, Inc.- Gas Division, South Rate District Gas Tariff Pa. P.U.C. Nos. 6 and 6-S,  
UGI Utilities, Inc.- Gas Division, North Rate District Gas Tariff Pa. P.U.C. Nos.9 and 9-S,  
and UGI Utilities, Inc.- Gas Division, Central Rate District Gas Tariff Nos. 4 and 4-S.

**UGI UTILITIES, INC. - GAS DIVISION**

**GAS TARIFF**

**INCLUDING THE GAS SERVICE TARIFF NO. 7**

**AND**

**THE CHOICE SUPPLIER TARIFF NO. 7S**

Rates and Rules

Governing the

Furnishing of

Gas Service and Choice Aggregation Service

in the

Territory Described Herein

Issued:

Effective for service rendered on  
and after

Issued By:

Paul J. Szykman  
Chief Regulatory Officer  
1 UGI Drive  
Denver, PA 17517

<http://www.ugi.com/tariffs>

**NOTICE**

**LIST OF CHANGES MADE BY THIS SUPPLEMENT**

(Page Numbers Refer to Official Tariff)

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Former South Rate District - Description of TerritoriesBERKS COUNTYCity

Reading

BoroughsAdamstown (part)  
Boyertown  
Kutztown  
Lyons  
New Morgan  
Shillington  
Wernersville  
WyomissingBally  
Fleetwood  
Laureldale  
Mohnton  
Robesonia  
Sinking Spring  
West Reading  
Wyomissing HillsBirdsboro  
Kenhorst  
Leesport  
Mt. Penn  
St. Lawrence  
Topton  
WomelsdorfTownshipsAlsace  
Caernarvon  
Douglass  
Hereford  
Lower Heidelberg  
Maxatawny  
Perry  
Rockland  
SpringAmity  
Colebrookdale  
Exeter  
Longswamp  
Maiden Creek  
Muhlenberg  
Richmond  
Ruscombmanor  
UnionBern  
Cumru  
Heidelberg  
Lower Alsace  
Marion  
Ontelaunee  
Robeson  
South Heidelberg  
WashingtonBUCKS COUNTYBoroughsPerkasie  
Riegelsville  
TrumbauersvilleQuakertown  
SellersvilleRichlandtown  
SilverdaleTownshipsDurham  
Hilltown  
RichlandEast Rockhill  
Milford  
SpringfieldHaycock  
Nockamixon  
West RockhillCARBON COUNTYBorough

East Side

Townships

Banks

Kidder

Packer

Former South Rate District - Description of Territories - ContinuedCHESTER COUNTYTownships

East Coventry (part)	Honey Brook (part)	North Coventry (part)
----------------------	--------------------	-----------------------

CUMBERLAND COUNTYBoroughs

Camp Hill	Carlisle	Lemoyne
Mechanicsburg	Mt. Holly Springs	New Cumberland
Shiremanstown	West Fairview	Wormleysburg

Townships

Dickinson	East Pennsboro	Hampden
Lower Allen	Middlesex	Monroe
North Middleton	Silver Spring	South Middleton
Upper Allen		

DAUPHIN COUNTYCity

Harrisburg
------------

Boroughs

Dauphin	Highspire	Hummelstown
Middletown	Paxtang	Penbrook
Royalton	Steelton	

Townships

Conewago	Derry (incl. Hershey)	East Hanover
Londonderry	Lower Paxton	Lower Swatara
Middle Paxton	South Hanover	Susquehanna
Swatara	West Hanover	

FRANKLIN COUNTYTownships (Portions)

Greene	Hamilton	Letterkenny (Army Depot)
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Former South Rate District - Description of Territories - Continued

LANCASTER COUNTY

City

Lancaster

Boroughs

Adamstown (part)  
Denver  
Ephrata  
Marietta  
Mountville  
Strasburg

Akron  
East Petersburg  
Lititz  
Millersville  
New Holland

Columbia  
Elizabethtown  
Manheim  
Mount Joy  
Quarryville

Townships

Brecknock  
Conoy  
East Cocalico  
East Hempfield  
Lancaster  
Manor  
Penn  
Strasburg  
West Cocalico  
West Hempfield

Caernarvon  
Earl  
East Donegal  
East Lampeter  
Leacock  
Mount Joy  
Pequea  
Upper Leacock  
West Donegal  
West Lampeter

Clay  
East Earl  
East Drumore  
Ephrata  
Manheim  
Paradise  
Rapho  
Warwick  
West Earl

LEBANON COUNTY

City

Lebanon

Boroughs

Cleona  
Palmyra

Cornwall  
Richland

Myerstown

Townships

Annville  
Millcreek  
North Lebanon  
South Lebanon  
Union

Bethel  
North Annville  
North Londonderry  
South Londonderry  
West Cornwall

Jackson  
North Cornwall  
South Annville  
Swatara  
West Lebanon

Former South Rate District - Description of Territories - ContinuedLEHIGH COUNTY

	<u>City</u>	
Allentown	Bethlehem (part)	
	<u>Boroughs</u>	
Alburtis	Catasauqua	Coopersburg
Copley	Emmaus	Fountain Hill
Macungie		
	<u>Townships</u>	
Hanover	Lower Macungie	North Whitehall
Salisbury	South Whitehall	Upper Macungie
Upper Milford	Upper Saucon	Weisenburg
Whitehall		

LUZERNE COUNTY

	<u>City</u>	
	Hazleton	
	<u>Boroughs</u>	
Conyngham	Freeland	West Hazleton
White Haven		
	<u>Townships</u>	
Butler	Dennison	Foster
Hazel	Hollenback (part)	Sugarloaf

MONROE COUNTY

	<u>Borough</u>	
	Mount Pocono	
White Haven		
	<u>Townships</u>	
Chestnuthill	Coolbaugh	Paradise
Pocono	Tobyhanna	Tunkhannok

MONTGOMERY COUNTY

	<u>Townships</u>	
Douglas	New Hanover	Limerick (Restricted Area)

Former South Rate District - Description of Territories - ContinuedNORTHAMPTON COUNTYCities

Bethlehem (part) Easton

Boroughs

Bath	Freemansburg	Glendon
Hellertown	Nazareth	Northampton
North Catasauqua	Stockertown	Tatamy
West Easton	Wilson	

Townships

Allen	Bethlehem	Bushkill
East Allen	Forks	Hanover
Lower Mount Bethel	Lower Nazareth	Lower Saucon
Palmer	Upper Nazareth	Williams

SCHUYLKILL COUNTYBorough

McAdoo

Townships

East Union Kline

YORK COUNTYTownships

Fairview Newberry

Former North Rate District - Description of TerritoryCLINTON COUNTYTownship

Crawford	Gallagher	Grugan
Wayne		

COLUMBIA COUNTYBoroughs

Berwick	Briar Creek	
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Town

Bloomsburg		
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Townships

Briar Creek	Mifflin	South Centre
Hemlock	Montour	Scott

LACKAWANNA COUNTYCities

Carbondale	Scranton	
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Boroughs

Archbald	Dunmore	Olyphant
Blakely	Jermyn	Taylor
Clarks Green	Mayfield	Throop
Clarks Summit	Moosic	Vandling
Dalton	Moscow	Jessup
Dickson City	Old Forge	

Townships

Abington	Glenburn	Ransom
Benton	Greenfield	Roaring Brook
Carbondale	Jefferson	Scott
Clifton	La Plume	South Abington
Covington	Madison	Spring Brook
Elmhurst	Newton	West Abington
Fell	North Abington	

Former North Rate District - Description of Territory - ContinuedLUZERNE COUNTYCities

Nanticoke	Wilkes-Barre	Pittston
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Boroughs

Ashley	Harvey's Lake	Plymouth
Avoca	Kingston	Pringle
Courtdale	Laflin	Shickshinny
Dallas	Larksville	Swoyersville
Dupont	Laurel Run	Sugar Notch
Duryea	Luzerne	Warrior Run
Edwardsville	Nescopeck	West Wyoming
Exeter	New Columbus	Wyoming
Forty Fort	Nuangola	Yatesville

Townships

Bear Creek	Hollenback	Pittston
Buck	Hunlock	Plains
Conyngham	Huntington	Plymouth
Dallas	Jackson	Rice
Dorrance	Jenkins	Ross
Exeter	Kingston	Salem
Fairmount	Lake	Slocum
Fairview	Lehman	Union
Franklin	Nescopeck	Wilkes-Barre
Hanover	Newport	Wright

LYCOMING COUNTYCity

Williamsport
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Boroughs

Duboistown	Montoursville	South Williamsport
Montgomery	Muncy	

Townships

Anthony	Jordan	Old Lycoming
Armstrong	Limestone	Penn (Part)
Bastress	Loyalsock	Shresbury (Part)
Brady	Lycoming	Susquehanna
Clinton	Millcreek	Upper Fairchild
Eldred	Moreland	Washington
Fairfield	Muncy	Wolf (Part)
Franklin	Muncy Creek	Woodward
Hepburn		

Former North Rate District - Description of Territory - ContinuedMONTOUR COUNTYBorough

Danville

TownshipsCooper  
Limestone

Mahoning

Valley

NORTHUMBERLAND COUNTYCity

Sunbury

BoroughsMilton  
NorthumberlandRiverside  
Turbotville

Watsontown

TownshipsDelaware  
Lewis Twp.Point  
TurbotUpper Augusta  
West ChillisquaquePIKE COUNTYBoroughs

Milford

TownshipsLehman  
Dingman

Milford

Westfall

SNYDER COUNTYBoroughs

Selinsgrove

Shamokin Dam

Townships

Middlecreek

Monroe

Penn



Former Central Rate District - Description of TerritoryADAMS COUNTYTownships

Cumberland Freedom

ARMSTRONG COUNTYCities

Parker

BEDFORD COUNTYBoroughs

Bedford Everett

TownshipsBedford Snake Spring Valley  
Colerain Napier West ProvidenceBERKS COUNTYBoroughs

Hamburg Shoemakersville Leesport Centerpoint

TownshipsCentre Perry Tilden Windsor  
JeffersonBLAIR COUNTYBoroughs

Martinsburg Roaring Spring

Townships

Huston North Woodbury Taylor Woodbury

BRADFORD COUNTYBoroughsAlba Canton Sylvania Troy  
BurlingtonTownshipsArmenia Columbia Ridgebury Troy  
Burlington Granville Smithfield Wells  
Canton LeRoy South Creek West Burlington  
Springfield Ulster

Former Central Rate District - Description of Territory - ContinuedCARBON COUNTYBoroughs

Bowmanstown	Lehighton	Palmerton	Weissport
Jim Thorpe			

Townships

East Penn	Lower Towamensing	Mahoning (part)	
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CENTRE COUNTYBoroughs

Philipsburg	South Philipsburg		
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Townships

Rush			
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CHESTER COUNTYBoroughs

Oxford			
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Townships

East Nottingham	Lower Oxford	Upper Oxford	West Nottingham
Elk			

CLARION COUNTYBoroughs

Callensburg	Silgo		
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Townships

Ashland	Highland	Monroe	Salem
Beaver	Knox	Paint	Toby
Clarion	Licking	Perry	Washington
Elk	Limestone	Piney	
Farmington	Millcreek	Richland	

CLEARFIELD COUNTYBoroughs

Chester Hill		Curwensville	Wallaceton
Clearfield and Environs			

Former Central Rate District - Description of Territory - Continued

## Description of Territory

Townships

Boggs	Decatur	Lawrence	Pike
Bradford	Knox	Morris	

CLINTON COUNTYCities

Lock Haven

Boroughs

Avis	Flemington	Renovo	South Renovo
Beech Creek	Mill Hall		

Townships

Allison	Bald Eagle	Chapman	Noyes
Beech Creek (portion)	Castanea Wayne	Dunnstable Woodward	Pine Creek

COLUMBIA COUNTYBoroughs

Centralia

Townships

Conyngham

CUMBERLAND COUNTYBoroughs

Shippensburg

Townships

Shippensburg	Southampton		
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DAUPHIN COUNTYTownships

Jackson	Jefferson	Lykens	Rush
Williams			

FOREST COUNTYBoroughs

Tionesta

Townships

Barnett	Harmony	Tionesta	
Green	Jenks		

Former Central Rate District - Description of Territory - ContinuedFRANKLIN COUNTYBoroughs

Orrstown	Shippensburg	Waynesboro	
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Townships

Greene (portion)	Guilford (portion)	Southampton	Washington
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FULTON COUNTYBoroughs

McConnellsburg			
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Townships

Ayr (portion)	Todd		
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HUNTINGDON COUNTYBoroughs

Huntingdon	Mapleton	Mill Creek	Mount Union
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Townships

Brady Henderson	Juniata Oneida	Shirley Smithfield	Union Walker
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JEFFERSON COUNTYBoroughs

Summerville			
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Townships

Barnett			
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JUNIATA COUNTYTownships

Tuscarora	Lack	Milford	
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LANCASTER COUNTYTownships

Colerain	Little Britain		
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LEBANON COUNTYTownships

Cold Spring	East Hanover		
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Former Central Rate District - Description of Territory - ContinuedLEHIGH COUNTYBoroughs

Slatington

Townships

Washington

LUZERNE COUNTYCities

Pittston

BoroughsExeter  
HughestownLaflin  
(portion)Pittston  
West PittstonYatesville  
WyomingTownshipsJenkins  
(portion)

Pittston

LYCOMING COUNTYBoroughs

Hughesville

Jersey Shore

Picture Rocks

Salladsburg

TownshipsJackson  
Mifflin (portion)  
McNett  
NippenosePenn (portion)  
PiattPorter  
Shrewsbury  
(portion)

Wolf

MCKEAN COUNTYBoroughs

Eldred

Port Allegany

Mount Jewett

TownshipsAnnin  
CeresEldred  
HamlinKeating  
LibertyNorwich  
Otto  
SergeantMIFFLIN COUNTYBoroughs

Burnham

Juniata Terrace

Lewistown

McVeytown

TownshipsArmagh  
BrattonBrown  
DerryGranville  
MennoUnion  
Decatur

Former Central Rate District - Description of Territory - ContinueMONROE COUNTYBoroughs

Delaware Water Gap	East Stroudsburg	Stroudsburg	
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Townships

Eldred	Middle Smithfield	Ross	Stroud
Hamilton	Pocono	Smithfield	

MONTOUR COUNTYTownship

Liberty (portion)			
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NORTHAMPTON COUNTYBoroughs

Bangor	Pen Argyl & Vicinity	Walnutport	Wind Gap
East Bangor	Roseto	Portland	

Townships

Bushkill	Plainfield	Upper Mt. Bethel	Washington
Lehigh			

NORTHUMBERLAND COUNTYCities

Shamokin	Sunbury		
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Boroughs

Kulpmont	Marion Heights	Mount Carmel	Snydertown
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Townships

Coal	Little Mahanoy	Ralpo	Washington
East Cameron	Lower Augusta	Rockefeller	West Cameron
Jordan	Mount Carmel	Shamokin	Zerbe
East Chillisquaque	Point	West Chillisquaque	Upper Augusta

Former Central Rate District - Description of Territory - ContinuedPOTTER COUNTYBoroughs

Austin	Coudersport	Hebron	Shinglehouse
Bingham	Galeton	Oswayo	Ulysses

Townships

Abbott	Hector	Pleasant Valley	Sylvania
Allegany	Hebron	Portage	Ulysses
Clara	Homer	Roulette	West Branch
Eulalia	Keating	Sharon	Wharton
Genesee	Oswayo	Summit	
Harrison	Pike	Sweden	

SCHUYLKILL COUNTYCities

Pottsville

Boroughs

Ashland	Gilberton	Middleport	Palo Alto
Auburn	Girardville	Minersville	Port Carbon
Cressona	Gordon	Mount Carbon	Port Clinton
Deer Lake	Landingville	New Philadelphia	Ringtown
Frackville	Mechanicsville	Orwigsburg	St. Clair
			Schuylkill Haven

Townships

Blythe	Foster	North Manheim	Upper Mahantongo
Branch	Hubley	Norweigan	South Manheim
Butler	Mahanoy (portion)	Ryan	West Brunswick
East Norwegian	New Castle	Union	West Mahanoy
Cass			

Former Central Rate District - Description of Territory - ContinuedTIOGA COUNTYBoroughs

Blossburg	Lawrenceville	Roseville	Westfield
Elkland	Liberty	Tioga	
Knoxville	Mansfield	Wellsboro	

Townships

Bloss	Delmar	Lawrence	Rutland
Brookfield	Duncan	Liberty	Shippen
Charleston	Elkland	Middlebury	Sullivan
Chatham	Farmington	Nelson	Tioga
Clymer	Gaines	Osceola	Union
Covington	Hamilton	Putnam	Ward
Deerfield	Jackson	Richmond	Westfield

UNION COUNTYBoroughs

Lewisburg

Townships

Buffalo	East Buffalo	Kelly	Union (portion)
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VENANGO COUNTYCities

Oil City

Boroughs

Rouseville	Sugarcreek
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Townships

Clinton	Cranberry	President	Rockland
Cornplanter	Pinegrove	Richland	

DEFINITIONS - GENERAL

Alternate Fuel:	Any fuel other than natural gas.
Applicant:	Any person, corporation or other entity that (i) desires from the Company natural gas or any other service provided for in this Tariff at a specific location, (ii) complies completely with all Company requirements for obtaining natural gas or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet lawfully receiving from the Company any service provided for in this Tariff at such location.
Authorized Payment Agent:	An agent expressly authorized by Company to accept payments from Customers on behalf of Company.
Automated Meter Reading ("AMR"):	Metering using technologies that automatically read and collect data from metering devices and transfer that data to a central database for billing and other purposes and does not include a Remote Meter Reading Device. All meter readings by an AMR shall be deemed actual readings.
Ccf:	100 cubic feet of gas. This is a measure of gas usage.
CFH:	Cubic feet per hour.
CCFD:	One Hundred Cubic feet per day.
Chapter 56:	The PUC regulations that govern metering, billing and collections for residential gas and electricity service.
City Gate:	A point of interconnection between the Company's facilities and third party source of supply.
Combined Billing:	The aggregation of the billing determinants of two or more meters of the same Customer at the same location for billing purposes. This applies to only contiguous properties with the same billing/meter read date.
Consolidated Billing:	The aggregation of two or more Customer bills to one bill from different service locations or the same service location for ease of Customer receiving one bill for multiple service locations instead of receiving multiple bills. Each meter will be billed under the applicable Tariff rate and will not be considered combined billing. Customer will be required to pay Company to perform such transactions.
Commodity:	The gas delivered to a Customer during the billing month.
Company:	UGI Utilities, Inc. - Gas Division

DEFINITIONS - GENERAL (Continued)

- Commercial Customer: A Customer who is not classified as an Industrial Customer or a Residential Customer.
- Creditworthiness: An assessment of an Applicant's or Customer's ability to meet bill payment obligations for utility service.
- Critical Day: Any day, determined by company in its sole discretion, when variations in supply or demand could jeopardize the safety or reliability of Company's Gas Service.
- Customer: Any person, corporation or other entity lawfully in receipt of gas service, aggregation and balancing services or interconnection coordination services from the Company under this Tariff.
- Customer Charge: A monthly charge.
- Daily Flow Directive ("DFD"): An order issued by the Company to address system management, including actions necessary to comply with statutory directives and obligations. DFDs will be communicated to affected Customers or NGSSs via e-mail if the Customer or NGSSs prefer to receive notice in this manner and provide a valid e-mail address, or if no such preference is expressed, either electronically, by telephone, by facsimile, through the use of the media or by an alternate mutually agreed upon method between the Company and the Customer or NGSS. Customers and NGSSs must provide the Company with a 24-hour contact for DFDs.
- Discontinuance of Service: The cessation of service with the consent of Customer.
- Distribution Charges: Charges to recover the costs the Company incurs to provide the services necessary to deliver natural gas to a Customer from the point of receipt into the Company's distribution system.
- Dth ("Dekatherm"): A measure of the heat content value of gas. Gas usage is determined by multiplying the MCF used by the heat content value of the gas.
- Extension Applicant: Any person, corporation or other entity, whether or not currently receiving from the Company any service provided for in this Tariff, who desires from the Company an extension or expansion of facilities under Section 5 of this Tariff and who complies with all Company requirements for obtaining an extension or expansion of facilities as provided for in this Tariff.
- Gas or Natural Gas: A flammable gas meeting PUC heating value and purity requirements that may include natural gas, synthetic natural gas, propane, landfill gas and any and all natural gas substitutes.
- Gas Service: The furnishing of gas by the Company at the point of delivery regardless of whether the Customer makes any use of the gas.

DEFINITIONS - GENERAL (Continued)

Gas Supply or Commodity Charge:	Charges by an NGS or Supplier of Last Resort to recover the cost of procuring natural gas and delivering it to the Company's facilities for redelivery to Customers.
Industrial Customer:	A Customer engaged in the process which creates or changes raw materials or unfinished materials into another form or product.
Interruptible Service:	Natural gas services that can be temporarily discontinued under terms and conditions specified by Tariff or contract.
MCF:	1,000 cubic feet of gas. This is a measure of gas usage.
Natural Gas Supplier ("NGS"):	Any person, corporation or other entity that has received a license from the PUC to supply natural gas supply services to Customers in the Company's service territory and that has met the additional criteria established by the Company to permit it to provide natural gas supply service to Customers.
Non-Critical Day:	Any day determined by Company not to be a Critical Day
Non-Residential Applicant:	An Applicant not classified as a Residential Applicant.
Non-Residential Customer:	A Customer not classified as a Residential Customer, including a Commercial Customer and an Industrial Customer.
Occupant:	A natural person who resides in the premises to which gas service is provided.
Operational Flow Order ("OFO"):	A directive issued by the Company that is reasonably necessary to alleviate conditions that threaten the operational integrity of the Company's system on a critical day, including actions necessary to comply with statutory directives and obligations. OFOs will be communicated as soon as reasonably practical to affected Customers or NGSS via e-mail if the Customer or NGSS prefer to receive notice in this manner and provide a valid e-mail address, or if no such preference is expressed, either electronically, by telephone, by facsimile, through the use of the media or by an alternate mutually agreed upon method between the Company and the Customer or NGS. Customers and NGSS must provide the Company with a 24-hour contact for OFOs.
Point of Delivery:	The outlet of company facilities; usually the meter or regulator outlet.
Price to Compare:	The dollar amount charged by the Company, used by Customers to compare prices and potential savings with other Natural Gas Suppliers.
PUC:	The Pennsylvania Public Utility Commission.

**DEFINITIONS - GENERAL (Continued)**

Remote Meter Reading  
Device:

A device which by electrical impulse or otherwise transmits readings from a meter, usually located within a residence, to a more accessible location outside a residence. The term does not include AMR and devices that permit direct interrogation of the meter.

Residential Applicant: An Applicant who is (1) a natural person at least 18 years of age not currently receiving service who applies for residential service, or (2) an adult Occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term shall not include (1) a Residential Customer who seeks to transfer service within the Company's service territory, or (2) a Residential Customer who, within 30 days after Termination or Discontinuance of Service, seeks to have service reconnected at the same location or transferred to another location within the Company's service territory.

Residential Customer: A Customer who is either (1) a natural person at least 18 years of age in whose name a residential account is listed and who is primarily responsible for payment of bills rendered for the service, or (2) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which residential service is requested. A Residential Customer shall be further defined to include a Customer receiving the Company's gas service to a single-family dwelling or building, through one meter to four or fewer dwelling units in a multi-family dwelling, or premises used as a single family dwelling and for one or more business uses, provided the proprietor of the business resides in the single family dwelling, and the business uses less than fifty percent of the anticipated gas usage served through a single meter. Service will be supplied only where the Company's facilities are suitable to the service desired. A Residential Customer shall remain a Customer after Discontinuance of Service or Termination of Service until the final bill for service is past due. The term includes a person who, within 30 days after Termination or Discontinuance of Service, seeks to have service reconnected at the same location or transferred to another location within the Company's service territory.

Supplier of Last  
Resort:

The Company or another entity that provides 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. Currently, the Company is the supplier of last resort for all Customers under the terms of this Tariff. Each Customer may only have one supplier of last resort with one exception: The Company shall be under no obligation and shall have no duty to serve as Supplier of Last Resort to any Rate DS, IS, LFD, or XD customers.

DEFINITIONS - GENERAL (Continued)

- Tariff: The rates, rules, and regulations set forth herein, as may be amended, modified or superseded from time to time. The Tariff is on file with the PUC and available on the Company's website.
- Termination of Service: The cessation of service, whether temporary or permanent, without the consent of Customer.
- Unauthorized Use of Service: Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing unmetered service that flows through a device connected between a service line and customer-owned facilities and unauthorized service restoral.
- User Without Contract: A natural person who takes or accepts gas service without the knowledge or approval of the Company, other than the Unauthorized Use of Service as defined above.

**RULES AND REGULATIONS****1. THE GAS SERVICE TARIFF**

1.1 Agreements. No agent or employee of the Company has authority to make any promise, agreement or representation not consistent with this Tariff.

1.2 Waiver of Rights. The failure by the Company to enforce any of the terms of this Tariff shall not be deemed a waiver of its right to enforce any of the terms of this Tariff.

1.3 Filing and Posting. A copy of this Tariff is on file with the PUC and is available on Company's website at <http://www.ugi.com>

1.4 Application of Rates: The rates named in this Tariff are based upon supply to one Customer through one meter at the same or contiguous property. Each service to a different location and/or of a different rate classification shall be billed as a separate Customer. Customers who take service at two or more locations on the same or contiguous property under the same rate schedule may, by request, have their use of gas combined for billing purposes; Customers electing to take advantage of this rule shall pay the cost of all additional service connections required unless, in the Company's sole judgment, the Company's investment in such connections is warranted by the revenue anticipated from the service to be supplied. The Company will provide Customers with a written explanation regarding its analysis of the arrangement's economics. Customers may not pool together for purposes of qualifying for a rate schedule.

1.5 Liability and Legal Remedies: The Customer will indemnify, defend and hold harmless the Company against all claims, demands, costs or expenses for loss, damage, or injury to person or property in any manner either directly or indirectly connected with or growing out of the supply or use of gas service by the Customer at or on the Customer's side of the point of delivery. Neither the Company nor the Customer will be liable to each other for any act or omission caused either directly or indirectly by strikes, labor troubles, accidents, litigation, federal, state or municipal laws or interference, or other causes not a result of each party's own negligence or intentional misconduct.

**RULES AND REGULATIONS****2. CONTRACT FOR GAS SERVICE**

2.1 Application for Service. Every Applicant for Gas Service must apply through the Company. Non-Residential Applicants may be required to sign a contract for service consistent with this Tariff.

2.2 Right to Reject. The Company may limit the amount and character of service it will supply. It may reject applications where service is not available, or which might affect service to existing Customers, or for other good and sufficient reasons at the Company's sole discretion.

2.3 Facilities and System Access. Each Customer with a Daily Firm Requirement ("DFR") or peak usage capability of 1,000 MCF per day or greater shall provide the Company with the opportunity to review plans for the development of all gas facilities to the Customer's premises (including pipelines, mains, service lines and appurtenances), in order to assure safety and reliability, as follows:

- (a) If the Customer proposes to acquire, construct or contract for the use of service of gas facilities ("Customer gas facilities"), the Customer will provide advance notice to the Company in writing, at least sixty (60) days in advance of the earlier of the effective date of a contract or commencement date for construction of Customer gas facilities.
- (b) The Customer agrees to submit all design and construction specifications and drawings to the Company in advance of construction, which demonstrate compliance with all applicable requirements as to gas main and service construction and pipeline safety. If the Company determines that Customer gas facilities will encroach upon or interconnect with Company facilities, serve common gas utilization equipment with Company facilities or are in the immediate vicinity of Company facilities such that the safety of Company facilities may be adversely affected thereby, the Company shall have the right to approve the design and location of such Customer gas facilities. The Company shall act upon its right to approve such Customer gas facilities within ninety (90) days after the later of submission of all design and construction specifications and drawings to the Company, or Customer notification required under Rule 2.3(a), provided however, if the Company fails to respond in writing within the ninety (90) day time period the Customer may move forward with its project. Customer gas facilities will be deemed to encroach upon the Company's facilities when they would interfere with or prevent the Company from accessing, maintaining or operating its facilities or when the Customer gas facilities would be configured or located in a manner that would cause safety or reliability concerns with respect to the Company's facilities.
- (c) If the full sixty (60) day notice required in Rule 2.3(a) is not given by the Customer then the Customer shall be deemed to have granted the Company full authority to discontinue service upon discovery of any safety or reliability concerns. The Company will provide 24 hours' notice unless there are reliability or safety issues that must be addressed immediately. The Company shall not be liable for any costs or damages caused by such service discontinuance.

RULES AND REGULATIONS**2. CONTRACT FOR GAS SERVICE - Continued**

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

2.5 Use of Gas. The use of gas shall only be for the purpose and in the places identified by the customer in applying for service. The gas supplied by the Company shall not be resold without the express written permission of the Company. In the event that the Customer uses the gas in an improper or unsafe manner, in violation of this Tariff or any applicable federal, state or municipal laws or codes, the Company may immediately terminate service as described in the Service Discontinuation and Termination section of this Tariff. In the event that any loss is sustained as a result of Customer's improper or illegal use of the gas, the Customer agrees to indemnify, defend and hold harmless Company. The Company will not supply gas for any additional equipment, or any increased usage for any Customer, unless request was filed with the Company prior to the connection or increased usage. The Company reserves the right to limit or discontinue Gas Service or charge Customer upgrade installation charges in order to provide additional Gas Service. Customer is responsible for any loss of Gas Service to other Customers caused by failure to register.

2.6 Distribution System Bypass. Unless otherwise provided by contract, if any Customer or potential Customer of the Company bypasses the Company for all or a portion of their Natural Gas Service needs then the Company thereafter shall have no obligation to serve or maintain the gas supply or physical capacity necessary to serve the Bypass portion of such Customer load, provided, however, that the Company will continue to serve the un-bypassed portion of a bypassing Customer's load consistent with the terms of any existing service agreement and will negotiate new service agreements to continue service so-long as the anticipated revenues justify any costs of providing the service. In addition, to the extent that such Customer returns from a total bypass, the Company shall serve such Customer as a new Customer and shall have the right to charge a negotiated rate for continued, subsequent or standby service that, at a maximum, is established solely by competitive market conditions, which shall reflect the costs of the Customer's alternatives.

2.7 Conditions Under Which Service Will Be Rendered From Transmission or Gathering Lines. The Company does not undertake or hold itself out to serve Customers from its transmission or gathering lines. Applications for service therefore may, at the election of the Company, be accepted where the lines are being operated in a manner which will permit gas to be served to the Applicant without interference with its operations. Applicants, if accepted by the Company, must agree to comply with the Rules and Regulations of the Company and more particularly the following rules applicable to this type of service:

RULES AND REGULATIONS**2. CONTRACT FOR GAS SERVICE - Continued**

(a) Applicants agrees that service is only offered with the understanding that the Company's line from which gas is to be supplied is not permanent and that service to the Applicant is subject to temporary or absolute change or discontinuance at the sole discretion of the Company, which may at any time remove, repair, or change the use or manner of operating said line.

(b) Applicants agrees that the Company may at any time cancel service upon thirty (30) days' written notice to the Applicant and Applicant agrees that upon receipt of such notice of cancellation to promptly discontinue service within the said thirty (30) day period, and such cancellation and termination of service shall not be construed as an abandonment of service to such Customer within the meaning of the Pennsylvania Public Utility Code.

(c) The Applicant agrees to accept the gas at the varying pressures at which the line is operated from time to time and Applicant understands that such pressure is not governed by regulators but it is high and low and the Applicant expressly assumes the duty of regulating the flow of the pressure of gas delivered to him and he assumes all risks from variation in pressure, defects in pipe, connections and appliances, from the escape and leakage of gas, from the sticking of valves and regulators and from the burning of gas on his premises and from like causes incident to the use of gas.

(d) The Company shall not be liable for any deficiency in the supply of gas caused by the use of compressing stations, breakage of lines, variations in pressure, discontinuance of service or any other causes.

(e) The Company shall not be liable for any damage arising out of this agreement or the service supplied thereto.

(f) Service shall be at the sole risk of the Customer.

2.8 Government Identification to Establish Service. The Company will accept any current form of government-issued identification, including identification issued by a foreign government, to establish service.

RULES AND REGULATIONS**3. GUARANTEE OF PAYMENT**

3.1 Deposits for Non-Residential Accounts. A cash deposit may be required from a Non-Residential Applicant to secure payment of bills for regulated distribution service. In addition, the Company may require a deposit, letter of credit or other adequate assurance of payment, or any combination thereof, from a Non-Residential Customer if the Non-Residential Customer has been delinquent in payment of any bill in the preceding twelve (12) months or the Company otherwise has reasonable grounds to require security for payment of bills. The deposit shall not be more than the bill for regulated distribution service for the estimated usage for one average monthly billing period plus that for the highest billing period within the most recent twelve (12) months with a minimum fifty dollars (\$50.00) deposit.

3.2 Additional Security from Large Volume Customers.

- (a) Whether or not the Company could otherwise require security for payment, the Company may require a deposit, letter of credit, other adequate assurance of payment, or any combination thereof, to the extent the Customer seeks any combination of delivery or retail service for volumes in excess of 3,000 MCF per month. Such security may be established for an amount as determined by the Company.
- (b) In addition, the Company may take one or more of the following actions:
  - (1) With the agreement of the Customer, reduce the meter reading and billing period to less than one month, require payment in no less than three calendar days from billing.
  - (2) Require payment by certified check or wire transfer; and
  - (3) Impose other procedures reasonably designed to reduce potential exposure to credit risk.
- (c) The Company may, in its discretion, specify the manner in which security and payments shall be credited and applied to past due or current bills or to replenish security.

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

- (a) A Residential Applicant or Residential Customer whose service was terminated for any of the following reasons:
  - (1) Nonpayment of an undisputed delinquent account.
  - (2) Failure to complete payment of a deposit, providing a guarantee or establish credit.
  - (3) Failure to permit access to meters, service connections or other property of Company for the purposes of replacement, maintenance, repair, or meter reading.
  - (4) Unauthorized Use of Service on or about the affected dwelling.
  - (5) Failure to comply with the material terms of a payment arrangement.
  - (6) Fraud or material misrepresentation of identity for the purposes of obtaining utility service.
  - (7) Tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other Company equipment.

RULES AND REGULATIONS**3. GUARANTEE OF PAYMENT - Continued**

(8) Violating tariff provisions on file with the PUC so as to endanger the safety of a person or the integrity of the Company's delivery system.

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

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

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

(e) The Company has established separate credit procedures and standards for Residential Applicants and Residential Customers who are victims with a protection from abuse order or for whom there is a court order from a court of competent jurisdiction in this Commonwealth, which provides clear evidence of domestic violence against the Residential Applicant or Residential Customer. These procedures shall be publicly posted on the Company's website and maintained on file in each of the business offices of the Company and made available, upon request, for inspection by members of the public.

3.4. Amount of Deposit for Residential Accounts. For Residential Applicants, the amount of the cash deposit shall not be more than 1/6 of a Residential Applicant's estimated annual bill, with such estimated annual bill determined at the time the deposit is required. In lieu of a cash deposit from a Residential Applicant, the Company may accept a written third-party guaranty on behalf of the Residential Applicant, provided that the guarantor establishes credit with the Company under Section 3.3 and the terms of the written guaranty are approved in writing by the Company, with such approval not to be unreasonably withheld. For Residential Customers, the amount of the cash deposit shall not be more than the estimated charges for service based on the Residential Customer's prior consumption for the period equal to one average billing period plus one average month, not to exceed two (2) months. Deposit amounts for Residential Applicants and Residential Customers may include Natural Gas Supplier charges where such Supplier is a participant in the Company's Purchase of Receivables Program.

**3.5 Payment Period for Deposits.**

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

(b) Any Residential Applicant or Residential Customer seeking to establish service at a new or different location or seeking to reconnect service at the same service location previously terminated or discontinued shall pay the required deposit in full within 90 days. A Residential Applicant or Residential Customer may elect to pay the required deposit in three installments as follows: 50% of the required deposit billed upon the establishment or reconnection of service, within

RULES AND REGULATIONS**3. GUARANTEE OF PAYMENT - Continued**

25% of the required deposit to be billed by the Company 30 days after the establishment or reconnection of service and the remaining 25% billed 60 days after the establishment or reconnection of service. Nothing shall preclude the Residential Applicant or Residential Customer from electing to pay the deposit in full before or on the due date.

(c) Any Customer receiving service from the Company shall pay the required deposit in full on or before the due date. A Residential Customer may elect to pay the required deposit in three installments as follows: 50% of the required deposit billed upon the determination by the Company under Section 3.3(c) or (d) above that the deposit is required, with 25% to be billed by the Company 30 days after the determination and the remaining 25% billed 60 days after the determination.

3.6 Deposit Hold Period for Residential Accounts. A timely payment history is established for a Residential Customer when the Residential Customer has paid in full and on time for twelve (12) consecutive months. Company may hold a deposit on a Residential Customer's account until a timely payment history is established (the "Deposit Hold Period"). At the end of the Deposit Hold Period Company shall credit the deposit, plus accrued interest, to the Residential Customer's account. Deposits credited after the end of the Deposit Hold Period shall first be applied to any past due amounts. If service is terminated or discontinued before the end of the Deposit Hold Period, Company shall deduct any outstanding balance from the deposit and return any positive balance to the Residential Customer within sixty (60) days.

3.7 Refund Provision Non-Residential Customers. Deposits secured from Non-Residential Customers will be refunded when the Customer discontinues service and has no unpaid bills or at Company's sole discretion.

3.8 Adjustments. The amount of the deposit may be adjusted when there is a change in consumption that will significantly change the amount of the deposit as computed in Rule 3.1 and 3.4.

3.9 Interest on Deposits. Deposits from all Customers shall bear interest computed at the simple annual interest rate determined by the Secretary of Revenue for interest on underpayment of tax under Section 806 of the Act of April 19, 1929 (P.L. 343, No. 176), known as The Fiscal Code which will be credited annually to the Customer's deposit or account. The interest rate in effect when the deposit is required to be paid shall remain in effect until the later of the date the deposit is refunded or credited or December 31 of each year. On January 1 of each year, the new interest rate for that year will apply to the deposit. Deposits shall cease to bear interest upon termination or discontinuance of the service covered by the deposit.

**3.10 Prior Debts.**

(a) Non-Residential Accounts. As a condition of furnishing, transferring or reconnecting service to a Non-Residential Applicant or Non-Residential Customer, the Company may require payment of any outstanding balance on any account for which the Non-Residential Applicant or Non-Residential Customer is legally responsible.

**RULES AND REGULATIONS****3. GUARANTEE OF PAYMENT - Continued**

(b) Residential Accounts. As a condition of furnishing, transferring or reconnecting service to a Residential Applicant or Residential Customer, the Company may require payment of any outstanding balance which accrued within the past four years on any account for which the Residential Applicant or Residential Customer is legally responsible. The foregoing four-year limitation shall not apply if the outstanding balance includes past due amounts that the Company was not aware of due to Unauthorized Use of Service, fraud or theft; in which case, the Company may require payment of all such past due amounts without regard to the four-year limitation. The Company may render a make-up bill to a Residential Customer for previously unbilled service which accrued within the past four (4) years resulting from billing error, meter failure, leakage that could not reasonably have been detected or loss of service. If the make-up bill exceeds the otherwise normal estimated bill for the billing period during which the make-up bill is issued by at least 50% or at least \$50, whichever is greater, the Company shall, at the option of the Customer, amortize the bill at least as long as: (1) the period during which the excess amount accrued; or (2) necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%.

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

**RULES AND REGULATIONS****4. SERVICE - SUPPLY FACILITIES**

4.1 Facilities Ownership. Unless otherwise mutually agreed in writing that particular facilities are owned by the Customer, and except as provided in Sections 4.3 below, the Company will own and maintain any facilities required for the supply of Gas Service up to the outlet side of its metering equipment, including but not limited to, any mains, service lines, meters, regulators, connections or other equipment. All such equipment shall remain the exclusive property of the Company.

4.2 Facilities Location. The location of the Company's facilities shall in all cases be determined by the Company. The Customer shall provide, without charge, a suitable place for the meters, regulators or other equipment of the Company. The Customer is responsible to provide the connection point to the Customer's fuel line at a location adjacent to the terminus of Company facilities and where the connections are not concealed. Such service line, meter and connection locations shall be accessible to the Company's employees for the safe installation, operation, inspection and maintenance of the facilities and shall be, at all times, readily accessible, and if inside, free of excessive temperature variations, with ample passageway, and whether inside or outside, free of obstacles, and unsafe and hazardous conditions and, if not accessible, the Company has ability to charge the Customer to move facilities to a location acceptable to the Company. The owner of a premises receiving or capable of receiving natural gas service from Company shall be deemed to consent to the location of Company facilities on the premises.

4.3 Customer Convenience Valve. Company may, in its sole discretion, install a valve on the outlet side of its metering facilities which shall be owned by the owner of the premises ("Customer Convenience Valve"), and the owner of the premises may, under such conditions as may reasonably be established by Company, operate the Customer Convenience Valve after it is connected to the premise's fuel lines.

4.4 Fuel Line Designation. When two or more meters are installed on one premises, such as an office building or an apartment house, they shall be grouped at one common place accessible for reading and testing. In such an installation, each fuel line pipe shall bear a tag showing the apartment or area served, supplied by and maintained by the Customer. In cases where it is not possible to group meters at one accessible place, they shall be located as directed by the Company.

4.5 Facilities Relocation.

- (a) Changes in location of mains, service lines, meters, regulators, connections or other equipment for the accommodation of the Customer shall be done by the Company, unless otherwise mutually agreed, at the expense of the Customer. This provision includes the relocation of facilities by the Company where obstructions limit Company access to its facilities.

RULES AND REGULATIONS**4. SERVICE - SUPPLY FACILITIES - Continued**

(b) Ancillary Fuel Line Work. The Company may, in its sole discretion, when relocating its facilities, make reasonable modifications or additions to the fuel lines of a premises receiving or capable of receiving gas service for the limited purpose of connecting such fuel lines to Company's relocated facilities, and the owner of the premises shall thereafter own and have responsibility for such modified fuel lines. If Company relocates its facilities solely for its convenience or to comply with regulatory requirements it shall pay the costs of relocating or extending the fuel line; otherwise, unless otherwise agreed by Company, the person requesting or requiring the relocation shall be responsible for payment.

4.6 Right of Removal. The Company shall have the right to remove its facilities from the premises of the Customer or, where appropriate, abandon facilities in place, at any time after the termination of service, whatever may have been the reason for such termination.

4.7 Non-Standard Service. The Customer may be required to pay the cost of any special installation necessary to meet Customer's requirements for Gas Service at non-standard conditions.

4.8 Protection of Company Facilities. The Company may condition its provision or continued provision of Gas Service to a Customer on: (a) installation by Customer of equipment, such as check valves or regulation equipment, downstream from Company-owned facilities reasonably necessary to protect Company facilities or service levels, or (b) the installation by Company of equipment, such as valves designed to limit the flow of gas to levels Customer is permitted to receive, reasonable necessary to protect Company facilities or service levels. Unless otherwise agreed to by the Company, the Customer shall be responsible for the costs of such facilities required under this Section 4.8.

4.9 Excess Flow Valves. The Customer may be required to pay the cost of installation of an excess flow valve, upon a Customer's request for an excess flow valve, for a service location that had not been scheduled by the Company for a service line replacement or a new service line prior to the Customer's request for the installation of an excess flow valve.

**RULES AND REGULATIONS****5. EXTENSION REGULATION**

5.1 Obligation to Extend or Expand. Under the rules set forth below and under normal conditions of construction and installation, upon written application, the Company will extend or expand its facilities within its service territory, provided that (a) the requested extension or expansion will not adversely affect the availability or deliverability of gas supply to existing customers and (b) the Company's investment in facilities is warranted by the Annual Base Revenue to be derived from the extension. The costs of extending or expanding facilities beyond that Company's Allowable Investment Amount shall be paid by the Extension Applicant as a contribution. Upon request, the Company will provide Customers with a written explanation and reasonable detail of the cost-benefit analysis used in clause (b) above including estimated project costs, the Company's maximum allowable investment, and the Company's Annual Base Revenues. In addition, the Company will provide the Customer with a written time table for the anticipated construction of the upgrade and written notice of completion.

**5.2 General**

- (a) Annual Base Revenue. As used in this Section 5, the Annual Base Revenue is the anticipated annual base rate revenue from the extension or expansion, as determined by the Company, less the cost of fuel included in base rates. Where gas is used as a supplemental source of fuel for peak heating purposes, anticipated base revenues from such use shall be excluded from Annual Base Revenue.
- (b) Allowable Investment Amount. The Company's Allowable Investment Amount shall be the Annual Base Revenue divided by a predetermined rate of return.
- (c) Estimates and non-standard costs. Cost estimates used by the Company may be based on construction and installation conditions anticipated for the extension, including, but not limited to, the cost of installation and construction: non-street surface restoration, such as replacement or repair of sidewalks, driveways, landscaping or sod; street opening and restoration terms and fees; and any other local government fees required for the installation. The Company may determine cost estimates based on average experienced unit costs.
- (d) Surface Restoration. The Company will restore the street surface in accordance with applicable local government regulations and provide rough backfilling of the installation trench from the curb to the meter. The Extension Applicant will be required to perform or pay the Company's cost of non-street surface restoration.
- (e) Standard conditions of construction in a residential development, commercial park and industrial park include trenching provided by the developer.

5.3 Residential and Small Commercial Gas Service. For Gas Service to individually-metered, single dwelling units, the Company will install required service facilities, including, as applicable, a meter, regulator, service-supply pipe and supply-main, provided the costs in excess of the Allowable Investment Amount shall be paid by the Extension Applicant.

5.4 Commercial and Industrial Gas Service (including apartment buildings and multi-unit housing)

**RULES AND REGULATIONS****5. EXTENSION REGULATION -Continued**

- (a) For commercial and industrial Gas Service costing up to \$10,000 from which the Company in its sole judgment anticipates long-term, continuous usage at projected volumes, the Company will install, required service facilities, including, as applicable, a meter, regulator, service-supply pipe and supply-main, provided that the costs in excess of the Allowable Investment amount shall be paid by the Extension Applicant.
- (b) The Company may condition its agreement to extend or expand its facilities upon satisfactory long-term and short-term usage commitments and any other terms and conditions of service as are mutually agreeable to the Company and the Extension Applicant. A contribution may be required up to the amount of the Company's total investment in the extension.

**5.5 Contributions and Refunds**

Except as otherwise described herein, when a contribution is required by the Company, the terms and conditions of refunds and or future payments that may be required of the Extension Applicant will be governed by the service agreement between the Company and the Extension Applicant. The terms of any refund due to the Extension Applicant shall be defined in the service agreement and shall be limited to a maximum refund of the amount of the original contribution (no interest) and shall be limited to the five-year period immediately following completion of this extension.

**5.6 Taxes on Contributions for Construction & Customer Advances.**

Any contribution, advance or other like amounts received from the Extension Applicant which shall constitute taxable income as defined by the Internal Revenue Service, will have the income taxes recorded in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with a contribution or advance will not be included as part of the contribution or advance charged to the Extension Applicant.

**5.7 Daily Metering.**

The Company reserves the right as a condition of service under non-residential Tariff rate schedules to install, at the Customer's expense, remote read devices for the purposes of monitoring and/or billing Customer volumes, at every single meter or multimeter location served under such rate schedules. The Customer shall at all times, at the discretion of the Company, maintain, at its expense, a suitable telecommunication and electric lines to the device which will allow the Company unlimited remote access to the remote read device. If the Customer fails to maintain a suitable telecommunication connection and electric lines to the device, the Company reserves the right to install and maintain telecommunication and, as applicable, electric lines to serve the remote read device and charge the Customer accordingly.

Standard access to daily usage information shall be provided by the Company to the Customer, or Customer's agent, at no additional charge in a form and manner as specified by the Company. Custom reports, access to historical data beyond one month and/or multiple user access may be provided on an as-available basis by the Company for an additional fee.

RULES AND REGULATIONS**5. EXTENSION REGULATION -Continued**

## 5.8 - Pilot Growth Extension Tariff ("GET Gas") Rider

5.8.1 Availability and Purpose. In lieu of the extension rules set forth in Rules 5.1-5.7, the following GET Gas tariff rules may apply. These GET Gas tariff rules will be applied to eligible customers as part of a ten-year pilot program ending November 4, 2024, unless suspended or terminated earlier pursuant to Rule 5.8.4 or Commission order.

The GET Gas pilot program is designed to test new tariff rules to facilitate the extension of natural gas service to the general class of residential homes and non-residential buildings, not currently receiving natural gas distribution service, which:

- (a) are in an Unserved Area (a small group or pocket of customers in a neighborhood location in close proximity to an existing main) or an Underserved Area (a significant portion of a general community or town location or municipality where the Company has identified significant potential for natural gas service demand and existing natural gas facilities are located within a reasonable distance);
- (b) are reasonably expected over time to reach target customer saturation levels which will produce revenues, including GET Gas Rider charges, that will support required investments and not unduly burden existing customers; and
- (c) otherwise meet the applicable requirement conditions of the GET Gas program.

Under the GET Gas Program, the Company may designate Company facilities extended to an applicant or applicants, as "GET Gas Facilities" and will assess an incremental GET Gas Rider charge amount related to the recovery of GET Gas amounts, as determined on a general class basis, from the class of customers who may connect to these GET Gas facilities during an initial twelve-year period.

5.8.2 Designation. Subject to the funding limitations set forth in Rule 5.8.5, Company may apply the GET Gas program tariff rules to service extension requests which exceed a cost of \$15,000 from an Underserved Area or an Unserved Area reasonably designated by Company, where:

- (a) there is, in the Company's sole discretion, a reasonable prospect that (i) fifty percent (50%) or more of existing residential homes along the GET Gas project facility extension route or area will convert their primary heating source to natural gas and directly connect to the GET Gas facilities within 12 years ("GET Gas Customers"); and
- (b) the estimated total investment for each GET Gas Customer to be connected does not exceed \$10,000 (inclusive of any projected commercial customers).

RULES AND REGULATIONS**5. EXTENSION REGULATION - Continued**

5.8.3 Get Gas Rider. Customers receiving service by connections to Company facilities designated by Company as GET Gas pursuant to Rule 5.8.2 within an initial twelve years following installation, and which receive service under Rate Schedules R, RT, N or NT, shall be required to pay GET Gas Rider charges listed below as part of distribution service for a period of ten years, beginning from the first date the meter is set. GET Gas Rider charges will not be considered Basic Natural Gas Service Charges during the Pilot Period. Non-residential customers subject to the GET Gas Rider charge, as determined by the Company in its sole discretion, may not avoid the charge by electing an alternate rate schedule. In lieu of paying the monthly GET Gas Rider charges, Customers may elect at any time to pay a lump sum upfront payment equal to the remaining principal portion of the GET Gas surcharge. The lump sum upfront payment made by Non-Residential Customers shall be based on anticipated annual customer usage, as determined by the Company in its sole discretion.

GET Gas Rider Rate effective October 29, 2019:

Rate Schedules R and RT: \$29.00 monthly charge

Rate Schedules N and NT: \$20.03 monthly charge plus \$1.87 per Mcf for all usage.

However, the GET Gas Rider Rate for customers accepted by the Company before October 29, 2019 at the following rates shall remain unchanged:

Rate Schedules R and RT: \$21.75 monthly charge

Rate Schedules N and NT: \$13.08 monthly charge plus \$1.07 per Mcf for all usage.

5.8.4 Limitations. If the differential between Average Residential Annual Natural Gas Costs per MMBtu and Average Residential Annual Heating Oil Costs per MMBtu drops and remains below \$10.00 per MMBtu for two consecutive quarters (with such calculations performed for the quarters ending March, June, September and December), the Company will evaluate whether to continue to invest in new GET Gas facilities based on market specifics at that time, except that the Company will continue to invest in (a) service connections to GET Gas Facilities that are already installed or (b) GET Gas projects that are currently underway or have been committed to by the Company.

For purpose of the above limitation:

Average Residential Annual Heating Oil Costs per MMBtu = (twelve-month future period average of NYMEX "HO" Contract) plus (delivery variable); and

Average Residential Annual Natural Gas Costs per MMBtu = (All applicable Rate R volumetric rates and riders) plus (All applicable Rate R monthly charges, excluding the monthly GET Gas Rider, divided by the current average annual residential volumes)

Company also reserves the right to temporarily close or to terminate the program at its discretion for good cause.

5.8.5 Funding. Funding for this pilot GET Gas tariff program shall be limited to an annual average level not to exceed \$15 million for the duration of the ten-year pilot term ending November 4, 2024, absent Commission approval to exceed this amount.

**RULES AND REGULATIONS****6. CUSTOMER'S RESPONSIBILITY FOR COMPANY'S PROPERTY**

6.1 Maintenance of Company Equipment. Company shall own and maintain Company facilities through the Point of Delivery, but shall not be required to install or maintain any pipes, appurtenances or equipment beyond that point, unless specifically provided for in writing.

6.2 Access to Premises. The authorized agents and/or employees of the Company shall have free access at all reasonable times to the premises of the Customer for the purpose of reading meters and disconnecting service, for installing, testing, inspecting, repairing, adjusting or removing any Company property. Authorized agents of the Company shall have immediate access to any premises whenever they believe an unsafe or hazardous condition exists.

6.3 Protection by Customer. The Customer shall be responsible at Customers expense for the protection of the Company's property on his premises, and shall not permit any unauthorized person to do any work on such property. In the event of damage or destruction of Company's facilities on Customer's property, the Customer shall pay the costs of repairs, replacement, and/or related costs.

**6.4 Tampering and Theft of Service**

(a) Tampering. In the event the Company's meter or other equipment is tampered or interfered with, the Customer shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for any repairs or replacements required, as well as for costs of inspections, investigations, and protective installations. Such tampering will be grounds for immediate termination of service without notice as specified in the Termination of Service and Disconnection section of this Tariff.

(b) Theft of service occurs when a person obtains gas, by deception, tampering with Company facilities or other means designed to avoid payment for gas provided by Company. Persons who obtain gas through such means may be subject to civil suit and/or criminal prosecution. If theft of service occurs, the Company may immediately terminate service to the location receiving the unauthorized service.

(1) Before service will be restored to the affected location, the Customer must pay (1) for all gas consumed during the period of unauthorized usage, (2) any delinquent gas service balance, including late fees, (3) reconnection fees, (4) a security deposit, and (5) the costs associated with damage to the Company's meters or equipment.

(2) In the event that the theft of service is referred for criminal prosecution, the Company may deny gas service until the case is concluded and any restitution ordered is paid.

**RULES AND REGULATIONS****6. CUSTOMER'S RESPONSIBILITY FOR COMPANY'S PROPERTY - Continued**

6.5 Continuity of Service. The Company will endeavor at all times to provide reasonable and continuous service to the Customer. The sole liability of the Company for failure to furnish a sufficient supply of gas or for failure to transport Customer's gas shall be limited to an amount equal to the Customer's proportionate monthly Customer charge for the period of time during which a Gas Service failure occurs during which a supply failure occurs. In no event shall the Company be liable for direct, extraordinary, special, or consequential damages arising in any manner whatsoever as a result of supply failure.

6.6 Notification of Construction. It will be the Customer's responsibility to notify the Company and any applicable federal, state or local agencies (i.e., Pennsylvania's One Call System, Inc.) prior to digging or before any construction occurs on the Customer's property that may impair or prevent access by the Company to its service line or any other equipment located on the Customer's property.

6.7 Gas Leaks. It is the responsibility of the Customer to exercise all due care in the detection of defects, leaks, or other dangerous developments incident to the handling of gas. The Customer agrees to immediately inform Company of any gas leaks and in the event of any resulting loss thereof, failure to do so may result in an evidentiary finding of contributory or comparative negligence on the part of the Customer.

6.8 Suspension of Service. For the purpose of making repairs to the mains or other parts of its system, the Company may suspend service for such periods as may in its sole judgment be necessary.

6.9 Company's Right to Inspect. Piping, fixtures and appliances on Customer's premises must be installed at the expense of the Customer or owner of the property. The Company shall have the right, but shall not be obligated, to examine the Customer's installation and appliances at the time service is first supplied or at any later time. If at any time the installation or appliance is found defective or unsafe, service may be refused or discontinued until Customer has the condition corrected. The Company's inspection, or failure to inspect or reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects or inadequacies in the installation, piping, or appliances, or from violation of the Company rules, or from accidents which may occur upon the premises of the Customer.

**RULES AND REGULATIONS****7. METER READING**

7.1 Definition of a Cubic Foot. A cubic foot shall be the amount of gas that occupies a volume of one cubic foot at an absolute pressure of 14.73 pounds per square inch and a temperature of 60° Fahrenheit. To determine the volume at conditions other than standard pressures of gas delivered, factors such as those for pressure, temperature, specific gravity, caloric value, and deviation from the laws of ideal gases may be applied.

7.2 Method of Measurement. Gas usage shall be measured by Company owned meters.

7.3 Pressure Correction. At the Customer's request, the Company may allow delivery at an elevated pressure that exceeds the standard pressure of seven-inches water column (7" W.C.). In situations where delivery pressure is two pounds per square inch or greater, the Company may choose to use a fixed factor to account for the higher energy content of the higher pressure gas, whereby the metered volume is multiplied by the pressure factor to determine the correct energy consumed. In cases where the Company agrees to provide delivery service at such an elevated pressure without a fixed factor, a supplemental device will be installed at the Customer's expense to correct the meter reading for pressure and temperature, the cost of which shall be estimated, inclusive of overhead amounts, however, the Company and Customer may negotiate cost responsibility for installation of pressure mechanisms upon mutual agreement. The Company may reject a Customer's request for non-standard service at elevated pressure for system operational reasons, where the Customer does not agree to pay the cost for non-standard service, where applicable, under Rules 4.7, 5.3 or 5.4(a), or for any other reason that the Company may determine at its sole discretion.

7.4 Meter Tests. The Company may, from time to time and at its expense, inspect and test its meters. The Customer has the right to have the Company test the meter in service at the Customer's premises, and, upon written request, the Company will, as applicable, remove, seal and test the meter in accordance with the Gas Service Regulations of the Pennsylvania Public Utility Commission ("Regulations") or secure an in-person meter reading to confirm the accuracy of an automatic meter reading device when a customer disconnects service or a new service request is received. Together with the written request for a meter test, the Customer shall deposit with the Company the meter testing fee specified by the Regulations. If the meter tests within the accuracy limits specified by the Regulations, the meter shall be deemed for all purposes to have registered accurately. In such case, no billing adjustment shall be made and the meter testing fee deposited with the Company shall be credited to the Company.

7.5 Adjustment for Meter Error. If any meter becomes defective or fails to test accurately, an adjustment will be made to the Customer's bill in accordance with the Regulations and the meter testing fee deposited with the Company shall be refunded to the Customer.

7.6 Meter Test Fees. The Company may assess the following service charges:

Meter Size:	0 - 500 CFH	\$10.00
	501 - 1500 CFH	\$20.00
	Over - 1500 CFH	\$30.00

**RULES AND REGULATIONS****8. BILLING AND PAYMENT**

8.1 Billing Month. Bills are rendered monthly. The Company normally reads meters monthly. However, at its option, the Company may read meters once every two months. In instances where meters are read every two months, the first month's bill will be based on an estimate of the consumption for the first month of the bi-monthly period. Bills are due when rendered and shall be considered as received by the Customer when left at, or mailed to, the address where service is rendered, or such other address as designated by the Customer. A billing month is the period upon which a Customer's monthly charges and consumption are computed and for which a bill is rendered. For Residential Customers, the billing month is a period of not less than 26 or greater than 35 days. An initial bill for a new Residential Customer may be less than 26 days or greater than 35 days; provided however, if an initial bill exceeds 60 days the Residential Customer shall be given the opportunity to amortize the amount over a period equal to the period covered by the initial bill without penalty. A final bill due to the discontinuance may be less than 26 days or greater than 35 days but may never exceed 42 days. In cases involving termination, a final bill may be less than 26 days. In addition, bills for less than 26 days or more than 35 days shall be permitted if they result from rebilling initiated by the Company or Customer dispute to correct a billing problem. Bills for less than 26 days or more than 35 days shall be permitted if they result from a meter reading route change initiated by the Company.

8.2 Estimated Consumption. When the Company is unable to obtain an actual meter reading because of inability to gain access to the meter, or because of extreme weather conditions, emergencies, equipment failures, work stoppages or any other circumstances, the Company will render appropriately marked estimated bills.

8.3 Application of a Rate Schedule. The Company will compute bills under the rate schedule selected by and for which the customer qualifies. In the event the customer does not select a Rate Schedule, the Company may discontinue service or place the Customer on a rate schedule for which the Customer qualifies.

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

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

8.5 Payment Due Date. The due date for payment of Residential Customers' bills shall not be less than twenty (20) days from the date of mailing and fifteen (15) days for a Non-Residential Customer's bill with the exception that bills to the Commonwealth of Pennsylvania, the Government of the United States, or any of their

RULES AND REGULATIONS**8. BILLING AND PAYMENT - Continued**

agencies, and elementary and secondary schools shall be due fifteen (15) days after the date of mailing unless otherwise extended to thirty (30) days by mutual agreement. For all billings, if the due date for payment should fall on a Saturday, Sunday, bank holiday or any other day when the offices of the Company where payments are regularly received are not open to the general public, the due date shall be extended to the next business day. Failure to receive a bill will not release the Customer from payment obligations.

8.6 Date of Payment for Residential Customers. For payments by mail, the effective date of payment shall be the date of the postmark. For payments by mail which are not postmarked or postmarked clearly, the effective date of payment shall be one day prior to receipt. For payments made through electronic transmission, the effective date of payment shall be the date of actual receipt of payment by the Company. For payments made at a branch office or an Authorized Payment Agent, the effective date of payment shall be the date of actual receipt of payment at that location.

8.7 Late Payment Charge. Late Payment Charges will be applied as follows to the balance due which is not paid by the due date including amounts billed by the Company on behalf of natural gas suppliers other than the Company. Residential Customers will be charged a late payment charge of one and one half (1 1/2) percent per month on the balance due not paid by the due date; provided that, for a Residential Customer's payment by mail, the Company shall not impose a late payment charge unless payment is received more than 5 days after the due date. Non-Residential Customers will be charged five (5) percent per month on the balance due not paid by the due date and an additional one and one half (1 1/2) percent per month for each month thereafter.

8.8 Return Check Service Charge. The Company may impose a service charge of the greater of thirty-five dollars (\$35.00) or maximum allowed by Commonwealth of Pennsylvania for each check received in payment of bill(s) which is dishonored and returned by the bank upon which it is drawn. The Company may require a Customer to tender non-electronic payment after the Customer tenders two (2) consecutive electronic payments that are subsequently dishonored, revoked, canceled or otherwise not authorized.

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

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

RULES AND REGULATIONS**8. BILLING AND PAYMENT - Continued**

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

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

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

Where Company renders a budget bill on behalf of a Choice Supplier for Natural Gas Supply service, partial payments shall be applied on a pro rata basis after outstanding pre-retail access balances and post retail access balances have been paid in accordance with the orders of priority specified above. For purposes of this Section, pre-retail access balances means outstanding account balances incurred prior to Customer transferring to Rate RT and NT.

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

8.11 Joint Billing. Joint Billing provides Customers with one combined account and a combined invoice that displays charges for both their gas and electric service and pertains to Customers that are the same class as described below and receive both gas service from the Company and electric service from UGI Utilities, Inc. - Electric Division ("UGI-ED") at the same premises. Eligible Customers shall be Residential Customers receiving service under Rate Schedules R and RT who are also Residential Customers of UGI-ED receiving electric distribution service under UGI-ED Rate Schedules R, and Commercial and Industrial Customers receiving service under Rate Schedules N and NT who are also Commercial and Industrial Customers of UGI-ED receiving electric distribution service under UGI-ED Rate Schedules GS1, GS4, and GS5, unless they elect otherwise in writing or through mutual agreement with Company. Eligible Customers shall be combined into a single Customer account for service received from the Company and UGI-ED, and shall receive combined bills separately listing charges from each company. The Company and UGI-ED shall, for such combined accounts, and subject to applicable statutory and regulatory requirements, establish a reasonable hierarchy of categories for the posting of partial payments to such joint accounts, and within each such category payments shall first be posted, as applicable, to UGI-ED or Electric Generation Supplier charges before being posted to UGI Gas Division or Natural Gas Supplier charges.

RULES AND REGULATIONS**8. BILLING AND PAYMENT - Continued**

8.12 Payment Refunds. Refunds due customers greater than two dollars (\$2) shall be mailed to the Customer. Refunds less than two dollars (\$2) may be picked up at the office within sixty (60) days. After sixty (60) days, the refund shall be applied to Operation Share.

8.13 Unless otherwise stated in this Section 8, Billing and Payment, all billing and payment provisions of this section apply to Customers served under all Company rate schedules, including Rate Schedules RT and NT where a Customer's Choice Supplier also participates in the Company's Purchase of Receivables ("POR") program.

**RULES AND REGULATIONS****9. TERMINATION AND DISCONTINUANCE OF SERVICE**

9.1 (a) Termination of Service. The Company may terminate service on reasonable notice and remove its equipment in case of Customer's (i) nonpayment of an undisputed delinquent account, (ii) failure to complete payment of a deposit, provide a guarantee of payment or establish credit, (iii) failure to permit access to meters, service connections or other property for the purpose of replacement, maintenance, repair or meter reading, (iv) failure to comply with the material terms of a payment arrangement or (v) violation of tariff Rules and Regulations. The Company may terminate service promptly and without notice for Customer's (i) Unauthorized Use of Service delivered on or about the affected dwelling or premises, (ii) fraud or material misrepresentation of the Customer's identify for the purpose of obtaining service, (iii) abuse of or tampering with the meters, connections or other equipment of the Company, (iv) violating tariff Rules and Regulations which endanger the safety of a person or the integrity of the Company's distribution system, (v) tendering payment for reconnection of service that is subsequently dishonored, revoked, canceled or otherwise not authorized and which has not been cured or otherwise made in full payment within three business days of the Company's notice, or (vi) after receiving termination notice from the Company, tendering payment which is subsequently dishonored under 13 Pa. C.S. § 3502, or, in the case of an electronic payment, that is subsequently dishonored, revoked, canceled or otherwise not authorized and which has not been cured or otherwise made in full payment within three business days of the Company's notice. Prior to restoration of service terminated for any of the foregoing reasons, the Company may require a payment in advance of all arrearages, applicable deposit, and a reconnect charge of seventy-three dollars (\$73).

(b) For Residential Customers, in the context of service termination during the period of December 1 through March 31, the Company will use financial information from the Customer provided within the most recent twelve (12) month period to determine if a customer exceeds the 250% federal poverty level threshold. The Company will not require customer information to verify income if the customer has established income verification through receipt of LIHEAP within the past twelve (12) months or if the customer is currently participating in CAP. The Company will accept the following as verification of household income in determining whether an account under Chapter 56 is protected from termination during the period of December 1 through March 31: (i) recent pay stubs or W-2 forms, (ii) access card or statement from Department of Public Welfare ("DPW"), (iii) if a source of income is rental income, then a verified copy of rent receipt(s), (iv) if the Residential Customer receives social security payments, pension payments, disability payments, Supplemental Security Income (SSI) payments, or any other source of fixed income with direct deposit, then a copy of bank statement or benefit letter, (v) child support and/or alimony support verification letter, (vi) if the Residential Customer receives payments from unemployment benefits or workers' compensation, then a copy of the determination letter or check stub, (vii) previous year's income tax statement, (viii) a filed 1099 form showing any interest income, annuity or dividends, and (ix) a verification letter from DPW of any approved cash or crisis grant applicable to the current heating season.

9.2 Discontinuance of Service. Any Customer who is about to vacate any premises supplied with gas service or wishes to have service discontinued for any reason shall give at least seven (7) days written notice to the Company and any non-Customer Occupant of the premises to which service is being supplied, specifying the date on which it is desired that service be discontinued. If a Residential Customer requests a Discontinuance of Service at the Residential Customer's residence, and the Residential Customer and the members of the Residential Customer's household are the only Occupants, the Company may discontinue service without additional notice to the affected premise. If a Customer (other than a landlord ratepayer) requests a Discontinuance of Service

**RULES AND REGULATIONS****9. TERMINATION AND DISCONTINUANCE OF SERVICE - Continued**

at a dwelling other than the Customer's residence or at a single meter, multi-family residence, whether or not the Customer's residence, the Customer must state in writing (under penalty of law) that the premises are unoccupied. If the premises are occupied, the Customer's written notice requesting Discontinuance of Service must be endorsed by all affected Occupants. If the foregoing conditions are not met, the Company may discontinue service at the affected premises upon notice to the affected premises in accordance with Chapter 56. The Customer shall be liable for gas consumed until transfer of the account or the meter shut off. When Discontinuance of Service by Customer is for a period of less than twelve (12) months, the Company may require a payment of customer charges for each month the service has been discontinued in order to have the service restored.

9.3 If service to any Non-Residential Customer is terminated for the reasons set forth in Sections 9.1 (Termination of Service) or discontinued in accordance with 9.2 (Discontinuance of Service) hereof, the Company shall not be under any obligation to resume service to the same Customer at the same premises within twelve months unless it shall receive payment of an amount equal to the minimum bill for each month of the intervening period.

9.4 Reconnect Charge. If service to a Customer is discontinued at the request of the Customer, the Company shall not be under any obligation to resume service to such customer, at the same premises, within twelve (12) months from the date service was discontinued, unless they shall first receive a reconnection charge of Seventy-Three Dollars (\$73.00). In addition, if the Customer's service was discontinued at the Customer's request, a payment of the applicable minimum charge for each month that service was discontinued shall be required. A Customer at the same premise who requests seasonal service and has gas shut off and turned on within twelve-month period shall be billed an amount equal to the minimum charge under the applicable rate for each month service was shut off up to the twelve month period.

RULES AND REGULATIONS

10. RIDER A

STATE TAX ADJUSTMENT SURCHARGE

The State Tax Adjustment Surcharge is applicable to the net monthly rates and minimum charges contained in this Tariff. The surcharge shown below will be recomputed when a tax rate used in the calculation changes and/or the Company implements a change in rates.

The recomputation of the surcharge will be submitted to the PUC within 10 days after the occurrence of a reason for surcharge recomputation shown above. If the recomputed surcharge is less than the one in effect the Company will, and if more may, submit a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after the filing.

Rider A - State Tax Adjustment Surcharge is 0.00%

This Rider applies to Rates R, RT, GL, N, NT, GBM, DS, and LFD.

RULES AND REGULATIONS

## 11. RIDER B

SECTION 1307(F) PURCHASED GAS COSTSProvisions for Recovery of Purchased Gas Costs

Rates for each MCF (1,000 cubic feet) of gas supplied under Rate Schedules R, N, and GL of this Tariff shall include purchased gas costs, calculated in the manner set forth below, pursuant to Section 1307(f) of the Public Utility Code. Such rates for gas service shall be increased or decreased, from time to time, as provided by Section 1307(f) of the Public Utility Code and the PUC's regulations, to reflect changes in the level of recovery of purchased gas costs.

Computation of Purchased Gas Costs per MCF

Purchased gas costs shall be computed to the nearest one-hundredth cent (0.01¢) per MCF in accordance with the formula set forth below:

$$PGC = \frac{(C-E)}{(S)}$$

Projected purchased gas costs, so computed, shall be included in rates charged to Customers for gas service pursuant to the rate schedules identified above for consecutive twelve month periods. The amount of purchased gas costs per MCF will vary, if appropriate, based upon annual filings pursuant to Section 1307(f) of the Public Utility Code and such supplemental filings as may be required or be appropriate under Section 1307(f) or the PUC's Regulations adopted pursuant thereto.

In the event a Natural Gas Supplier discontinues service or defaults before its contract with the Customer expires, any costs incurred by the Company during the period between the Natural Gas Supplier's discontinuance of service or default and the first day of the Customer's next regular billing cycle which cannot be recovered from the Natural Gas Supplier shall be considered a Purchased Gas Cost.

Definitions

In computing purchased gas costs pursuant to the formula above, the following definitions shall apply:

"PGC" - Purchased Gas Cost determined to the nearest one-hundredth cent (0.01¢) per MCF to be included in rates for gas supplied under the rate schedules identified above.

"Purchased Gas" - The volume of gas purchased by the Company that is delivered to the Company's Customers, plus such portion of the Company's used and unaccounted-for gas, including, but not limited to, natural gas, synthetic gas, liquefied natural gas, and natural gas substitute, including liquefied propane and naphtha.

"C" - The current cost of gas ("C-Factor") determined as follows: (a) for all types of purchased gas, project the cost for each purchase (adjusted for net current gas stored) for the projected period when rates will be in effect plus (b) the arithmetical sum of (1) the projected book value of noncurrent gas at the beginning of the computation year minus (2) the projected book value of noncurrent gas at the end of the computation year.

RULES AND REGULATIONS

## 11. RIDER B - Continued

SECTION 1307(F) PURCHASED GAS COSTS

As applicable, to the extent such charges are not directly paid, Purchased Gas Costs shall include credits related to the use of PGC capacity by transportation customers where the Customer or NGS utilizes Company assigned or released pipeline capacity. In addition, revenues related to balancing services provided pursuant to Sections 22.2 and 22.4; Rate NNS; Rate MBS; capacity or commodity gas sales made pursuant to Customer elections under the Retail Standby Rider; Unauthorized Overrun; OFO, DFD and NGS penalty charges and bundled city gas sales made to NGSS shall be credited to the PGC. Such credits shall be reduced annually by the Economic Benefit Peaking Supply (EBPS Credit) reductions calculated pursuant to Rule 22A.6 of the Rules and Regulations.

"E" - Experienced net overcollection or undercollection of purchased gas costs ("E-Factor"). Such net overcollection or undercollection statement shall begin with the month following the last month which was included in the previous overcollection or undercollection calculation reflected in rates. Each over-under collection statement shall also provide for refund or recovery of amounts necessary to adjust for over or underrecoveries of E factor amounts under the previous 1307(f) rate.

Interest shall be computed monthly at the rate provided for in Section 1307(f)(5) of the Public Utility Code from the month that the over or undercollection occurs to the effective month such overcollection is refunded or such undercollection is recouped.

Additionally, supplier refunds will be included in the calculation of "E" with interest added at the annual rate of six percent (6%) calculated in accordance with the foregoing procedure, beginning with the month such refund is received by the Company.

Computation and Application of the E-Factor

The E-Factor shall be computed to the nearest one-hundredth cent (0.01¢) per Mcf in accordance with the formula set forth below:

$$\text{E-Factor} = (-E/S)$$

Each E-Factor so computed shall be applied to customer's bill for a one (1) year period during the Computation Year.

"S" - Projected MCF of gas to be billed to Customers during the projected period when rates will be in effect.

**RULES AND REGULATIONS****11. RIDER B - Continued****SECTION 1307(F) PURCHASED GAS COSTS**

Revenue Sharing Incentive Mechanism: The PGC rate determined in this section may be adjusted to reflect the operation of a Revenue Sharing Incentive Mechanism as defined hereafter.

Off-system Sales: If and when the Company makes an off-system sale of natural gas, either in the Company's market area or upstream of the Company's market area with or without the use of PGC assets, the net revenues from the sale shall be shared by both the Company and the Company's retail customers served pursuant to this section of the tariff. The net revenues of the sale shall mean the total revenues from the sale of gas to a third party, less (1) the sum of the cost of natural gas, transportation commodity charges, and fuel retainage, if the sale or exchange is made upstream of the Company's market area or (2) the average city gate commodity cost of all gas purchased and flowing on the first of the month, including the natural gas, transportation commodity, and fuel, if such sale is made at the Company's city gate or in the Company's market area. The sharing of such net revenues shall be allocated in accordance with the Revenue Sharing Allocation procedure in this section.

Exchanges of Natural Gas: If and when the Company and a third party agree to make a location exchange of natural gas in which both parties receive like quantities of gas, with no adverse economic effect on the Company's Customers, any revenues received by the Company for performing this service shall be shared by the Company and the Company's retail Customers served pursuant to this section of the Tariff. Any revenues received from the exchange of natural gas, either upstream of the Company's city gate, or at the Company's city gate, shall be allocated in accordance with the Revenue Sharing Allocation procedure in this Section.

Capacity Release on Interstate Pipelines: Capacity release revenue generated by administrative releases to third parties that fill the Company's storage shall be credited 100% to PGC customers. Other revenue received by the company for off system Capacity Release of interstate pipeline capacity will be credited in accordance with the Revenue Sharing Allocation procedure in this Section.

Storage Asset Management: If and when the Company has a third party manage gas supply assets paid for by the PGC, any revenues received from the third party ("Asset Management Fees") shall be allocated in accordance with the Revenue Sharing Allocation procedure in this Section.

Revenue Sharing Allocation: Effective December 1, 2012, through November 30, 2021 the sum of the revenues derived from all Off-System Sales, Exchanges of Natural Gas, Capacity Release on interstate pipelines and Storage Asset Management, will be allocated 75% to the retail customers served and 25% to the Company.

RULES AND REGULATIONS

## 11. RIDER B - Continued

SECTION 1307(F) PURCHASED GAS COSTS

The amount retained by the Company will be an incentive to pursue additional sales and will be treated below the line for ratemaking purposes. For purposes of calculating this margin, the cost of gas will be equal to the monthly average commodity cost of gas plus variable transportation costs to deliver the gas to the off-system customer. The monthly average commodity cost of gas shall be defined as the monthly average commodity cost of gas purchases for all supplies scheduled at the beginning of the month; provided, however, that if an additional unscheduled purchase is made during the month specifically for an off-system sale, such purchase shall be considered to be the gas used to make the off-system sale and the commodity cost of such purchase will be assigned to off-system sales up to the volume of the purchase.

Filing with the PUC: Audit, Rectification

The Company's annual reconciliation statement shall be submitted to the Commission by May 1 of each year, or such other time as the PUC may prescribe.

Quarterly Adjustments

When making the December 1, March 1, June 1 and September 1 quarterly C-factor adjustments, the Company will refund or recover all actual and projected incremental over or under collections from December 1 through November 30 over either remaining PGC year sales volumes or annual PGC year sales volumes. Any quarterly PGC rate change on December 1, March 1 and June 1 will be capped at 25% of the then-current PGC rate, with any amounts above this cap being brought forward for inclusion in the calculation of subsequent quarterly C-factor adjustments. Any quarterly PGC rate change on September 1 will be capped at 15% of the then-current PGC rate, with any amounts above this cap being brought forward for inclusion in the calculation of subsequent quarterly C-factor adjustments.

## Rider B - Purchased Gas Cost (Mcf)

	Effective			Effective
	October 29, 2019			December 1, 2019
	South	North	Central	Combined
Annual C-Factor	\$ 5.1215	\$ 4.0459	\$ 4.2576	\$ 4.6369
Annual E-Factor	\$ (0.3861)	\$ 0.0219	\$ (0.2533)	\$ (0.2402)
Purchased Gas Cost	\$ 4.7354	\$ 4.0678	\$ 4.0043	\$ 4.3967

**RULES AND REGULATIONS****12. RIDER C****EXTENDED TCJA TEMPORARY SURCHARGE****Prior to October 29, 2019:**

To implement the effects of the Tax Cuts and Jobs Act (TCJA), on March 15, 2018 the Pennsylvania Public Utility Commission (Commission) issued a Temporary Rates Order at Docket No. M-2018-2641242 directing the utility to file its current base rates and riders as temporary rates, pursuant to Section 1310(d) of the Public Utility Code. 66 Pa. C.S. § 1310(d). Subsequently, on May 17, 2018, the Commission entered an Order superseding the March 15, 2018 Temporary Rates Order directing the utility to establish temporary rates as follows:

A negative surcharge of -4.71%, -2.87%, and -6.34% for the former South, North, and Central Rate Districts, respectively will apply as a credit for intrastate service to all customer bills rendered on and after July 1, 2018. This negative surcharge will be distributed equally among the utility's various customer classes, exclusive of STAS and automatic adjustment clause revenues.

This negative surcharge will be reconciled at the end of each calendar year (or fiscal year if not on a calendar year basis) and will remain in place until the utility files and the Commission approves new base rates for the utility pursuant to Section 1308(d) that include the effects of the TCJA tax rate changes.

Interest on over or under collections shall be computed monthly at the residential mortgage lending rate specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) from the month that the over or under collection occurs to the mid-point of the recovery period.

Upon determination that the negative surcharge, if left unchanged, would result in a material over or under collection, the Company may file with the Commission, on at least 10 days' notice, for an interim revision of the TCJA Temporary Surcharge.

The TCJA Temporary Surcharge will be filed with the Commission by December 1 of each year to become effective the following January 1.

**On and after October 29, 2019:**

Effective October 29, 2019, the negative surcharge shall be extended ("Extended TCJA Temporary Surcharge") and recalculated only for the purposes of reflecting (a) a credit to customer bills representing the tax benefits of the TCJA for the period January 1, 2018 through June 30, 2018, plus applicable interest computed monthly at the residential mortgage lending rate specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) from the month that the TCJA benefit occurred to the mid-point of the refund period for these amounts and (b) within 30 days thereafter, a final reconciliation of any over or under collection of the negative surcharge existing for the period through October 29, 2019.

RULES AND REGULATIONS

12. RIDER C - Continued

EXTENDED TCJA TEMPORARY SURCHARGE

The Extended TCJA Temporary Surcharge shall be a negative surcharge of -4.72% which will apply as a credit for intrastate service to all customer bills rendered on and after October 29, 2019. This negative surcharge will be distributed equally among the utility's various customer classes, exclusive of STAS and automatic adjustment clause revenues.

The Extended TCJA Temporary Surcharge shall expire October 28, 2020.

Following the expiration date of October 28, 2020, the Extended TCJA Temporary Surcharge shall be reconciled, with interest on the net over or under collection as of October 29, 2020 equivalent to one year (mid-point of return period to mid-point of reconciliation period) being applied at the residential mortgage lending rate specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.).

**RULES AND REGULATIONS****13. RIDER D****MERCHANT FUNCTION CHARGE**Applicability and Purpose

This Rider shall be applied to rates for each MCF (1,000 cubic feet) of gas supplied under Rate Schedules R and N of this Tariff and shall be reflected in the Price to Compare. The Rider is equal to the fixed percentage, established by the PUC in Company's last general base rate proceeding, of purchased gas costs which are expected to be uncollectible, and shall not be reconciled to reflect actual results. Rider D is intended to make Company's Price to Compare more comparable to the gas supply service prices offered of other Natural Gas Suppliers that presumably reflect anticipated uncollectible expenses.

Rider D Charge

Rider D charges shall be equal to 2.08% for Residential PGC Customers and 0.24% for Non-Residential PGC Customers of Rider B (Purchased Gas Costs).

The collection of the Rider D charges will be summarized by Rate Schedule sub-accounts in the Gas Operating Revenue FERC Account No. 480000 for Rate R and 481000 for Rates N. The associated costs are recorded in FERC Account Nos. 904001 and 904002.

**RULES AND REGULATIONS**

**14. Rider E**

**GAS PROCUREMENT CHARGE**

Applicability

This non-reconcilable Rider shall be applied to rates for each Mcf (1,000 cubic feet) of gas supplied under Rate Schedules R and N of this Tariff, and shall be reflected in the Price to Compare. Rider E shall be a volumetric charge as described below, and shall remain in effect until reviewed and updated in the Company's next base rate case.

Rider E, or Gas Procurement Charge ("GPC"), recovers costs associated with gas procurement that were unbundled from base rates. The GPC rate is calculated by dividing total unbundled gas procurement costs by the sales volumes for the 12 months ending September 30, 2018, for Rate R and N.

Rider E Charge

Rates: R and N: \$ 0.0660 per Mcf

**RULES AND REGULATIONS****15. PRICE TO COMPARE**

The Price to Compare ("PTC") is composed of the Annual C-Factor, Annual E-Factor, Gas Procurement Charge and Merchant Function Charge. The PTC rate will change whenever any components of the PTC change. The current PTC rate is detailed below:

Price to Compare - Former South Rate District (Effective October 29, 2019)

	<b>Rate R (CCF)</b>	<b>Rate N (MCF)</b>
Annual C-Factor	\$ 0.51215	\$ 5.1215
Annual E-Factor	(\$ 0.03861)	(\$ 0.3861)
Gas Procurement Charge	\$ 0.00900	\$ 0.0900
Merchant Function Charge	\$ 0.01037	\$ 0.0170
Total Rate Schedule N Price to Compare	\$ 0.49291	\$ 4.8424

Price to Compare - Former North Rate District (Effective October 29, 2019)

	<b>Rate R (CCF)</b>	<b>Rate N (MCF)</b>
Annual C-Factor	\$ 0.40459	\$ 4.0459
Annual E-Factor	\$ 0.00219	\$ 0.0219
Gas Procurement Charge	\$ 0.00420	\$ 0.0420
Merchant Function Charge	\$ 0.00744	\$ 0.0102
Total Rate Schedule N Price to Compare	\$ 0.41842	\$ 4.1200

Price to Compare - Former Central Rate District (Effective October 29, 2019)

	<b>Rate R (CCF)</b>	<b>Rate N (MCF)</b>
Annual C-Factor	\$ 0.42576	\$ 4.2576
Annual E-Factor	(\$ 0.02533)	(\$ 0.2533)
Gas Procurement Charge	\$ 0.00400	\$ 0.0400
Merchant Function Charge	\$ 0.00905	\$ 0.0056
Total Rate Schedule N Price to Compare	\$ 0.41348	\$ 4.0499

Price to Compare - Combined (Effective December 1, 2019)

	<b>Rate R (CCF)</b>	<b>Rate N (MCF)</b>
Annual C-Factor	\$ 0.46369	\$ 4.6369
Annual E-Factor	(\$ 0.02402)	(\$ 0.2402)
Gas Procurement Charge	\$ 0.00660	\$ 0.0660
Merchant Function Charge	\$ 0.00915	\$ 0.0106
Total Rate Schedule R Price to Compare	\$ 0.45542	\$ 4.4733

RULES AND REGULATIONS

## 16. RIDER F

UNIVERSAL SERVICE PROGRAMAPPLICABILITY AND PURPOSE

This Rider shall be applicable to all residential customers except customers in the Company's Customer Assistance Program ("CAP"). This Rider has been established to recover costs related to the Company's Universal Service and Conservation Programs, excluding internal administrative costs.

RATE

In addition to the charges provided in this tariff, an amount shall be added to the otherwise applicable charge for each MCF of sales volumes or distribution volumes distributed by the Company to customers receiving service under Rate Schedules R and RT.

The USP rate: \$0.1743/Mcf

CALCULATION OF RATE

The Rider USP rate shall be calculated to recover costs for the following programs: Low Income Usage Reduction Program (LIURP); Customer Assistance Program (CAP); Hardship Funds; and any other replacement or Commission-mandated Universal Service Program or low-income program that is implemented during the period that the Rider is in effect.

LIURP costs will be calculated based on the projected number of Level 1 income homes to be weatherized. Hardship Fund costs will be calculated on the projected level of an allocated share of administrative funds incurred by the UGI Operation Share Energy Fund.

CAP costs will be calculated to include

- 1) the projected CAP credit
- 2) projected CAP customer application and administrative costs; and
- 3) projected CAP pre-program arrearage forgiveness.

CAP Credit shall be defined as the difference between the total calculated Rate R bill, excluding Rider USP and CAP customer GET Gas charges, and the CAP bill and an adjustment for unearned credit amounts based upon the current discounts at normalized annual volumes of the then-current CAP participants and the projected CAP Credit for projected customer additions to CAP during the period that the CAP Rider rate will be in effect at the average discount of current CAP participants at normalized annual volumes.

**RULES AND REGULATIONS****16. RIDER F - Continued****UNIVERSAL SERVICE PROGRAM****QUARTERLY ADJUSTMENT**

Any time that the Company makes a change in base rates or PGC rate affecting residential customers, the Company shall recalculate the Rider USP rate pursuant to the calculation described above to reflect the Company's current data for the components used in the USP rate calculation. The Company shall file the updated rate with the PUC to be effective one (1) day after filing.

**ANNUAL RECONCILIATION**

On or before November 1 of each year, the Company shall file with the PUC data showing the reconciliation of actual revenues received under this Rider and actual recoverable costs incurred for the preceding twelve months ended September. The resulting over/undercollection (plus interest calculated at 6% annually) will be reflected in the CAP quarterly rate adjustment to be effective December 1. Actual recoverable costs shall reflect actual CAP costs, actual application costs, actual pre-program arrearage forgiveness, actual LIURP and actual Hardship Administrative costs. Actual recoverable CAP credit costs and pre-program arrearage forgiveness shall be based upon actual CAP credits granted and pre-program arrearage forgiveness granted less a 9.2% adjustment for amounts granted to participants in excess of 19,672. The 9.2% adjustment related to CAP credits and pre-program arrearage forgiveness will be based on the following:

For each reconciliation period, the average annual CAP credit per participant will be determined by dividing the total actual CAP credits granted during the reconciliation period by the average monthly number of participants receiving CAP credits during the reconciliation period. The average monthly number of participants receiving CAP credits exceeding 19,672 will be multiplied by the average annual CAP credit granted per participant and then multiplied by 0.0920 in order to determine the amount of the CAP Credits which will not be recovered through Rider USP.

For each reconciliation period, the average pre-program arrearage forgiveness per participant will be determined by dividing the total actual pre-program arrearage forgiven during the reconciliation period by the number of participants receiving pre-program arrearage forgiveness. The number of participants receiving pre-program arrearage forgiveness exceeding 19,672 will be multiplied by the average pre-program arrearage forgiveness per participant and then multiplied by 0.0920 in order to determine the amount of the pre-program arrearage forgiveness which will not be recovered through Rider USP.

**RULES AND REGULATIONS****17. RIDER G****ENERGY EFFICIENCY AND CONSERVATION RIDER**Applicability and Purpose

The Energy Efficiency and Conservation Rider ("EEC Rider") shall recover costs related to the Company's Energy Efficiency and Conservation Plan ("EECP"). The EEC Rider shall be computed separately for each of the following four customer classes:

1. Residential customers served under Rate Schedules R/RT,
2. Non Residential customers served under Rate Schedules N/NT,
3. Non Residential customers served under Rate Schedule DS, and
4. Non Residential customers served under Rate Schedule LFD.

EEC Rider Rate:

Rate R/RT	\$0.1264/Mcf
Rate N/NT	\$0.0551/Mcf
Rate DS	\$0.0004/Mcf
Rate LFD	\$0.0007/Mcf

The EEC Rider shall be subject to the State Tax Adjustment Surcharge.

Calculation

The EEC Rider shall be determined as follows:

1. Costs to be recovered shall include Company incurred costs to implement its Commission approved EECP during each plan year (October 1<sup>st</sup> through September 30<sup>th</sup>) (Plan Year), including all costs incurred to develop and administer the Company's EECP.
2. The Residential EEC Rider shall be calculated in accordance with the formula below and shall be rounded to the fourth decimal:

$$\text{Residential EEC Rider} = (\text{Cr} / \text{Sr}) - (\text{Er} / \text{Sr}) \text{ where}$$

Cr = Projected Residential EECP Costs.

Sr = Projected Residential Class Sales.

Er = Net over or under collection of the Residential EEC Rider resulting from the difference between the EEC Rider revenues received and the EECP costs incurred.

**RULES AND REGULATIONS****17. RIDER G - Continued****ENERGY EFFICIENCY AND CONSERVATION RIDER**

3. The Non Residential EEC Rider shall be calculated in accordance with the formula below and shall be rounded to the fourth decimal:

Non Residential EEC Rider =  $(Cn / Sn) - (En / Sn)$  where

Cn = Projected Non Residential EECP Costs.

Sn = Projected Non Residential Class Sales.

En = Net over or under collection of the Non Residential EEC Rider resulting from the difference between the EEC Rider revenues received and the EECP costs incurred.

4. The Residential and Non Residential EEC Riders will be updated annually and will be filed with the Commission on one day's notice to be effective December 1 of each year. The Company reserves the right to make an interim reconciliation filing to adjust the EEC Riders.

5. Any over or under collection at the end of the plan period shall be recovered or refunded either through a subsequent EECP approved by the Commission or through continuation of the EEC Riders until full recovery or refunding has occurred.

RULES AND REGULATIONS

## 18. RIDER H

TECHNOLOGY AND ECONOMIC DEVELOPMENT RIDER

Availability. The Technology and Economic Development Rider ("TED") is a negotiated rider available in the entire territory to Customers served by the Company which the Company determines, in its sole discretion, has prospective additional gas usage applicable to service under Tariff Rate Schedules N, NT, DS or LFD at the time of execution or renewal of a Service Agreement. The Rider TED is established for the purpose of adjusting the customer's overall distribution charge to address project specific or competitive issues to gain access to and expand use of natural gas within the Commonwealth of Pennsylvania. The negotiated Rider TED may be either a surcharge or credit depending on project specific customer and Company economic requirements, such that the overall economics must meet the requirements of Section 5.1 of this Tariff. Rider TED will be utilized to support the expansion of new technologies such as combined heat and power and natural gas vehicles, develop brownfields, and support economic development in Pennsylvania by facilitating business retention and attraction as well as other gas distribution system expansion activities.

General Terms. The Customer must execute a Rider TED service agreement.

MONTHLY RATE TABLE

Monthly Charge: \_\_\_\_\_ Negotiable

Plus

Charge per Mcf: \_\_\_\_\_ Negotiable

RULES AND REGULATIONS

## 19. Rider I

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply.

19.A.1 Purpose. To recover the reasonable and prudent costs incurred to repair, improve, or replace eligible property which is completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases and to provide the Company with the resources to accelerate the replacement of aging infrastructure, to comply with evolving regulatory requirements and to develop and implement solutions to regional supply problems.

The costs of extending facilities to serve new customers are not recoverable through the DSIC.

19.A.2 Eligible Property.

The DSIC-eligible property will consist of the following:

- Piping, Couplings, Valves, Excess Flow Valves, Risers - Distribution & Transmission. (374, 376, 365, 367)
- Measuring & Regulator Stations - Distribution & Transmission (375, 378, 379, 366, 369, 370)
- Gas Service Lines and Insulated and Non-Insulated Fittings (378, 380)
- Meters, Meter Bars, Meter Installations (381, 382)
- House Regulators & Installations (383, 384)
- Industrial & Farm Tap Measuring & Regulator Station Equipment (385, 386)
- Miscellaneous Equipment and Material- Distribution & Transmission (387, 371)
- Equipment - Electronic Systems & Software (391)
- Vehicles, Power Equipment, Tools, Shop & Garage Equipment (392, 394, 396)
- Unreimbursed costs related to highway relocation projects where a natural gas distribution company or city natural gas distribution operation must relocate its facilities.
- Gathering lines (332)
- Storage lines (353)
- Other related capitalized costs.

19.A.3 Computation of the DSIC. The DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three-month periods ending one month prior to the effective date of each DSIC update.

RULES AND REGULATIONS

## 19. Rider I - Continued

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

Thus, changes in the DSIC rate will occur as follows:

<u>Effective Date of Change</u>	<u>Date to which DSIC-Eligible Plant Additions Reflected</u>
April 1	December 1 through February 28
July 1	March 1 through May 31
October 1	June 1 through August 31
January 1	September 1 through November 30

19.A.4 Determination of Fixed Costs. The fixed costs of eligible distribution system improvements will consist of depreciation and pre-tax return, calculated as follows:

1. Depreciation: The depreciation expense shall be calculated by applying the annual accrual rates employed in the Company's most recent base rate case for the plant accounts in which each retirement unit of DSIC-eligible property is recorded to the original cost of DSIC-eligible property.
2. Pre-Tax Return: The pre-tax return shall be calculated using the statutory state and federal income tax rates, the Utility's actual capital structure and actual cost rates for long-term debt and preferred stock as of the last day for the three-month period ending one month prior to the effective date of the DSIC and subsequent updates. The cost of equity will be the equity return rate approved in the last fully litigated base rate proceeding for which a final order was entered not more than two years prior to the effective date of the DSIC. If more than two years shall have elapsed between the entry of such a final order and the effective date of the DSIC, then the equity return rate used in the calculation will be the equity return rate calculated by the Commission in the most recent Quarterly Report on the Earnings of the Jurisdictional Utilities released by the Commission.

19.A.5 Application of DSIC. The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service under the otherwise applicable rates and charges, excluding amounts billed for the State Tax Adjustment Surcharge (STAS). To calculate the DSIC, one-fourth of the annual fixed costs associated with all property eligible for cost recovery under the DSIC will be divided by the projected revenue for distribution service (including all applicable clauses and riders) for the quarterly period during which the charge will be collected, exclusive of STAS.

Formula: The formula for the calculation of the DSIC is as follows:

$$\text{DSIC} = \frac{(\text{DSI} * \text{PTRR}) + \text{Dep} + e}{\text{PQR}}$$

Where:

DSI = Original cost of eligible distribution system improvement projects net of accrued depreciation.

PTRR = Pre-tax return rate applicable to DSIC-eligible property.

Dep = Depreciation expenses related to DSIC-eligible property.

e = Amount calculated under the annual reconciliation feature or Commission audit, as described below.

RULES AND REGULATIONS

## 19. Rider I - Continued

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

PQR = Projected quarterly revenues for distribution service (including all applicable clauses and riders) from existing customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period.

Revenues will be determined as one-fourth (1/4) of projected annual revenues as determined in accordance with 19.A.7.5.

19.A.6 Quarterly Updates. Supporting data for each quarterly update will be filed with the Commission and served upon the Commission's Bureau of Audits, Bureau of Investigation and Enforcement, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the update.

19.A.7 Customer Safeguards.

1. Cap: The DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.
2. Audit/Reconciliation: The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. § 1350, et seq., shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the Company may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC for the reconciliation period will be compared to the Company's eligible costs for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year, or in the next quarter if permitted by the Commission. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. § 101, et seq.) and will be refunded in the same manner as an over-collection. The Company is not permitted to accrue interest on under collections.
3. New Base Rates: The DSIC will be reset to zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been reflected in the Company's rates or rate base will be reflected in the quarterly updates of the DSIC.
4. Customer Notice: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall be included with the first billing
5. All Customer Classes: The DSIC shall be applied equally to all customer classes, except that the Company may reduce or eliminate the Rider DSIC to any customer with competitive alternatives who are paying flexed or discounted rates and customers having negotiated contracts with the Company, if it is reasonably necessary to do so.

RULES AND REGULATIONS

## 19. Rider I - Continued

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

6. Earnings Reports: The DSIC will also be reset to zero, if, in any quarter, data filed with the Commission in the Company's then most recent Annual or Quarterly Earnings reports show that the Company would earn a rate of return that would exceed the allowable rate of return used to calculate its fixed costs under the DSIC as described in the pre-tax return section. The Company shall file a tariff supplement implementing the reset to zero due to overearning on one-days' notice and such supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the Company has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs.
  
7. Residual E-Factor Recovery Upon Reset to Zero: The Company shall file with the Commission interim rate revisions to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The Company can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The utility shall refund any overcollection to customers and is entitled to recover any undercollections as set forth in Section 19.A.7.2. Once the Company determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the Company shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement.

RULES AND REGULATIONS

## 20. Rider J

GAS DELIVERY ENHANCEMENT RIDER**Applicability and Purpose:**

The Gas Delivery Enhancement Rider ("GDE") shall provide a mechanism to recover the portion of temporary mobile sources of gas supply and interstate pipeline demand charge enhancements (collectively "GDE Charges") that are incurred to achieve least-cost timely solutions to system reinforcement needs or for pipeline integrity management activities for customers taking service under Rate Schedules:(1) DS and (2) LFD. The allocation of GDE Charges to each of the foregoing Rate Classes will be established by the Company's annual Purchased Gas Cost Proceeding.

**GDE Rider Rate:**

Rate DS \$0.0058 per Mcf (all volumes)

Rate LFD \$0.0058 per Mcf (all volumes)

The GDE Rider shall be subject to the State Tax Adjustment Surcharge.

**Calculation of Rate:**

The GDE Rider shall be calculated in accordance with the formula below and shall be rounded to the fourth decimal:

$$\text{GDE Rider} = (F + De + Ca + EN) / (\text{Mcf})$$

F = Fixed costs for physical infrastructure required to provide mobile sources of gas supply

DE = Demand enhancement charges

Ca = A commodity adder equal to the difference between the indexed price of natural gas for the affected portion of the service territory and the contracted price of alternative fuel that is used in lieu of natural gas during the system reinforcement.

EN = Net over or under collection of the GDE Rider resulting from the difference between the GDE Rider revenues received and the GDE Rider costs incurred.

Mcf = 1,000 cubic feet of gas supplied under Rate Schedules DS and LFD.

**Annual Reconciliation:**

In accordance with cost determinations in the Company's annual Purchased Gas Cost filings, GDE Rider costs and revenues will be reconciled on an annual basis that coincides with the Company's Purchased Gas Cost year for the period December 1 through November 30 and will be filed with the Commission on one day's notice to be effective December 1 of each year. Any over or under collection at the end of the period above shall be recovered or refunded through continuation of the GDE Rider until full recovery or refund has occurred.

**RULES AND REGULATIONS****21. GAS EMERGENCY PLANNING**

21.1 Company's Right To Reduce or Curtail Service. An emergency exists whenever the aggregate demand for firm service on the Company's system, or confined segment of the system, exceeds or threatens to exceed the gas supply or capacity that is actually and lawfully available to the Company to meet the demands, and the actual or threatened excess creates an immediate threat to the Company's system operating integrity with respect to Priority 1 Customers. In the event of a natural gas emergency, the Company shall have the right to impose a mandatory reduction or curtailment on any Customer's use of gas.

- (a) Prior to taking any action under section 21.2 to curtail Customer usage, provided sufficient time exists as determined by the Company in its sole judgement, the Company shall use reasonable efforts and methods to:
  - (1) interrupt all interruptible services, (2) issue Operational Flow Orders or Daily Flow Directives and, (3) call for voluntary usage reductions by any or all Customers.
- (b) In planning for natural gas emergency situations, the Company shall make reasonable efforts to make contractual or informal arrangements with Customers and others which would allow the Company to obtain supplies or implement usage reductions in an effort to avoid or mitigate any emergency action pursuant to subsections 21.2 or 21.3 requiring firm service reductions. In making such arrangements, the Company may enter into specific negotiated terms, conditions and rates with any Customer or entity where a clear benefit exists to the Company for the management or avoidance of an emergency. Related costs, if any, may be included as gas costs for recovery under Section 11 of this Tariff.

21.2 Priority-Based Curtailments. In the event of an emergency, where the Company has mandated priority-based curtailments, the available gas supplies to the Company shall be prorated, if practicable, among Customers and NGSs according to the priorities set forth below, listed in descending order. Customers in a higher priority category shall not be curtailed until all Customers falling into a lower priority category have been curtailed to plant protection use levels, unless operational circumstances or physical limitations warrant a different result. Additionally, where only a partial restriction of a category is required, implementation shall be pro rata to the extent practical under the circumstances. Whenever possible, as determined by the Company in its sole discretion, allocation actions shall be limited to confined geographic or operational portions of the Company's system where the emergency exists.

- (a) Priority 1. Service for residential and firm critical commercial essential human needs use.
- (b) Priority 2. Firm service not included in Priority 1, which for purpose of curtailment shall be prioritized in the following subcategories:
  - (1) Firm small commercial and industrial service for plant protection under Rates N, NT, and DS.

RULES AND REGULATIONS**21. GAS EMERGENCY PLANNING - Continued**

(2) Firm large commercial and industrial service for plant protection under Rates LFD and XD.

(3) Firm commercial and industrial service under Rates NT, DS, LFD and XD, to the extent actual gas deliveries are being made to the Company's system on behalf of the Customer; all except for plant protection.

(4) Firm commercial and industrial service provided by Company gas purchase activities; all except for plant protection.

21.3 Mandatory Reductions. In the event of an emergency under subsection 21.1, the Company may require each commercial and industrial retail and transportation Customer that is not a Priority 1 Customer to reduce its consumption of gas. In requiring mandatory reductions, the gas supplies available to the Company may be allocated to Customers in accordance with the priorities of use specified in subsection 21.2.

- (1) The reduction required shall be determined by the Company without regard to priorities of use, as necessary to minimize the potential threat to public health and safety.
- (2) The mandatory reduction shall be for a period specified by the Company and may be until further notice. The Company may change a Customer's authorized usage, upon notice, at any time during an emergency.
- (3) Mandatory reductions shall be for a maximum duration of five (5) consecutive business days, unless extended by PUC order.
- (4) Except as provided in 21.3(5), the minimum authorized usage may not be lower than the minimum usage of firm service necessary for plant protection use.
- (5) When all other service has been curtailed except for Priority 1 service and the Company continues to be unable to meet Priority 1 requirements, the Company shall exercise its judgment as to any further curtailment that may be necessary and shall utilize measures designed to minimize harm to Customers if curtailments to plant protection use are found to be necessary.
- (6) Consistent with its responsibility to maintain system integrity at all times, the Company shall provide periodic status updates and restore service as soon as practicable to any gas-fired electric generation facility that is deemed critical to electric system reliability by the electrical system's control area operator.
- (7) Transportation Customers and NGSSs are required to deliver, or cause to be delivered, natural gas supplies to the Company's system during an emergency, regardless of any mandatory gas consumption reductions imposed by the Company on such transportation Customers or NGSSs' Customers. Such natural gas delivery may be required up to the Customer's or NGS's applicable DFR, MDQ, DDR or otherwise specified daily delivery quantity as determined by the Company in its discretion.

RULES AND REGULATIONS**21. GAS EMERGENCY PLANNING - Continued**

## 21.4 Notice of Restriction or Curtailment

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

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

## 21.6 Definitions

- (a) Residential Use - Gas usage in a residential dwelling or unit for space heating, air conditioning, cooking, water heating, or other domestic purposes; all residential Customers served under Rates R, RT, and GL and apartments served under Rate N, NT, and GL, or subsequent rates classified by the Company as residential.
- (b) Firm Service - Natural gas service offered by the Company to Customers under Tariffs or contracts that anticipate no interruptions. Such schedules are Rate R, RT, GL, N, NT, DS, LFD, and XD or subsequent firm rate schedules.
- (c) Commercial Use - Gas usage by Customers engaged primarily in the sale of goods or services including consumption by office buildings, institutions and government agencies, and classified as commercial class for Company accounting purposes. Commercial Customers are served under Rates GL, N, NT, DS, LFD, XD, and IS or subsequent rates classified by the Company as commercial.

RULES AND REGULATIONS**21. GAS EMERGENCY PLANNING - Continued**

- (d) Essential Human Needs Use - Gas usage into any building where persons normally dwell, including residences, apartment houses, dormitories, hotels, hospitals and nursing homes.
- (e) Industrial Use - Gas usage by Customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power and classified as industrial for Company accounting purposes. Industrial Customers are served under Rates GL, N, NT, DS, LFD, XD, and IS, or subsequent rates classified by the Company as Industrial.
- (f) Plant Protection Use - Minimum usage of natural gas required to prevent physical harm to an industrial or commercial consumer's plant facilities or danger to plant personnel at the facility when the protection cannot be afforded through the use of an alternate fuel. Plant protection uses include usage necessary for the protection of the material in process as would otherwise be destroyed, but does not include deliveries required to maintain production.

**21.7 Limitation of Liability.**

In the event of any limitation of service or curtailment, the Company may restrict, curtail or discontinue service in accordance with this Section 21, or PUC order, without incurring any penalty or liability for any loss, injury or expense that may be sustained by the Customer except when the restriction or discontinuation of service is a result of the Company's willful or wanton misconduct.

**21.8 Appropriation Liability.**

- (a) The Company may appropriate natural gas and/or pipeline capacity pursuant to this Section 21, a PUC policy statement, directive or order, or an emergency order issued by the Governor of Pennsylvania.
- (b) The Company shall compensate the Customer or the Customer's NGS for the cost of appropriated gas supplies. The compensation, in the aggregate, shall equal but not exceed, the greater of:
- (1) the city gate cost of the appropriated natural gas including all transportation charges up to the Company's city gate; or,
  - (2) the reasonable cost actually paid by the Customer or the Customer's NGS for delivered substitute energy, as documented by the Customer or the Customer's NGS and presented as evidence to the Company. Such compensation may be a later delivery of in-kind gas service at the sole discretion of the affected Customer or NGS.

**RULES AND REGULATIONS****21. GAS EMERGENCY PLANNING - Continued**

## 21.9 Discontinuance of Service.

The Company may discontinue service at its sole discretion, without notice, for the duration of an emergency, to any Customer that continues to take gas in violation of any rules, notice of limitation or curtailment provided for under this Section 21.

## 21.10 Penalties for Unauthorized Takes.

- (a) The Company may, in its sole discretion, issue penalties for any unauthorized taking of gas to any Customer failing to comply with any restriction or curtailment made under this Section 21.
- (b) The penalty for unauthorized takes associated with this section shall be equivalent to those for a Critical Day in Section 22.4 General Terms for Delivery Service For Rate Schedules DS, LFD, XD, and IS - Maximum Daily Excess Balancing Charge. Payment of penalties under this section shall be in addition to any liability for direct or indirect damages resulting from Customer's or Customer's NGS failure to comply.
- (c) The Customer shall be liable to the Company for any costs incurred in taking action to discontinue service in accordance with actions taken under subsection 21.9.

RULES AND REGULATIONS**22. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS THROUGH OCTOBER 31, 2020**

## 22.1 Application of Rates

- (a) Applicable Rates: DS, LFD, XD and IS.
- (b) Notification of Delivery; Nomination Procedures. Customer shall notify the Company of any and all gas deliveries to the Company's system, including, but not limited to, the provision of nomination, revised nomination and scheduling information, in accordance with the Company's *Nomination Procedure*, as may be amended from time to time, and made available on the Company's Gas Management Website ("Nomination Procedure"). The quantity of gas received on behalf of the Customer shall be determined by allocation or other method by the Company if required in its sole discretion. It is the Customer's responsibility to arrange that any necessary billing information be provided to the Company and/or delivery gas source.
- (c) Nominating Agents. A Customer shall notify the Company of its designated nominating agent ("Agent") for purposes of nominating the volumes of natural gas to be delivered to the Company's system on the Customer's behalf in accordance with the Nomination Procedures. Customer shall notify Company, on a form designated by the Company in the Nomination Procedures, of the responsibilities of the Agent, and shall provide Company with the Agent's valid e-mail address and valid 24-hour contact information. Customer shall remain liable for all charges and penalties notwithstanding Customer's designation and use of an Agent in accordance with the provisions herein.
- (d) Penalties for Customer's Default. Customers failing to provide nomination, billing, scheduling, agent, supplier and/or other required information to the Company or pipeline(s) in accordance with the provisions of the Tariff, or otherwise failing to comply with the Company's *Nomination Procedure*, shall be subject to applicable imbalance charges and, in addition, be charged an Administrative Scheduling Fee in an amount no greater than \$1,000 per day for every day such required information is delayed. If a Customer default of these provisions occurs and is occurring for a period of 90 days, the Company may impose retail or standby rates on the Customer's account beginning the first day after such 90-day period through and until such time as the Company deems the Customer default to have been resolved.
- (e) Sequencing for Billing. Unless otherwise agreed by the Company and the Customer, customer-owned gas delivered under the transportation rate schedules shall be sequenced for billing as the first gas through the meter, and gas purchased under the Retail and Standby Rider shall be sequenced for billing purposes as the last gas through the meter. Gas billed under firm rate schedules shall be billed prior to gas billed under interruptible rate schedules. In lieu of otherwise specified tariff provisions, where the Company and Customer agree, Company shall use pipeline metering facilities for measuring and billing total deliveries to the Customer's facility.

RULES AND REGULATIONS**22. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS THROUGH OCTOBER 31, 2020 - Continued**

- (f) Payment of Charges, Penalties. The Customer shall pay the Company for any and all additional charges incurred on the Customer's behalf or resulting from the Customer's actions or inactions which the Company can demonstrate arise out of the provision of transportation service including, but not limited to, pipeline transportation and service charges. Any such charge, penalty or obligation imposed by a pipeline transporter or supplier as result of balancing of gas delivered to the Customer shall be paid by the Customer in addition to otherwise applicable charges.
- (g) The Billing Pool Agent is required to notify Company at least ten days prior to dropping a Customer from a Billing Pool. If adequate advance notice is not provided, the Company reserves the right to not drop the Customer from the Billing Pool.
- (h) Billing Pools. One or more transportation Customers may join together in pooled transactions for the purchase and delivery of gas. The Company may allocate among all such customers the volumes of gas or imbalances for purposes of determining responsibility for charges, rates, penalties or other obligations imposed by the Company, or in connection with operation of the pool. A Supplier to a Billing Pool must notify the Company prior to initiating gas deliveries. A Customer is required to submit in writing a request for entry into a Billing Pool.
- (1) Each Billing Pool shall appoint an Agent who will coordinate nomination, billing, reconciliation, allocation and any other necessary communication between the Billing Pool and the Company.
- (2) All members of a Billing Pool shall be of like balancing service election. The Company may restrict formation or operation of any Billing Pool in order to meet like balancing service election or pipeline imposed eligibility requirements.
- (3) Automated Meter Reading. The Company has the right as a condition of being a pool member, to install, at the Customer's expense, automated meter reading ("AMR") equipment for the purposes of daily collection or monitoring, and billing Customer volumes at each related service meter. Where AMR equipment is installed, the Customer shall maintain, at its expense, unless otherwise directed by the Company, a dedicated phone connection and electric service to the AMR equipment which will allow the Company unlimited remote access to the AMR device at all times. Failure to maintain a required phone and/or electric service may result in Customer being removed from a Billing Pool and being placed on a rate schedule not requiring daily measurement capability.
- (4) Service under Rate NNS is required by, and shall be individually billed to, any and all members of a Billing Pool except when all pool members are monitored on a daily basis through the use of Company owned AMR equipment at all meter locations. Additionally, service under Rate MBS is required by, and shall be individually billed to, any and all members of a Billing Pool when the billing month for each pool member does not end on the same calendar date; Billing Pools having all customers monitored and billed through the use of Company owned AMR equipment at all meter locations shall be exempt from this requirement.

RULES AND REGULATIONS**22. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS THROUGH OCTOBER 31, 2020 - Continued**

- (i) Recognition of Supplies. Volumes transported on behalf of the Customer will be recognized in the Customer's current billing month based on nominated or scheduled volumes information and may be adjusted after notification is received from the pipeline supplier(s) of the volumes transported on behalf of the Customer. Volumes scheduled shall be determined on the basis of best available actual or confirmed pipeline and/or Company information at the time of billing.
- (j) Unless otherwise negotiated under Rate XD, the Company shall retain for Company use gas, and lost and unaccounted for gas, 1.0% of the total volume of gas delivered into its system for the Customer's account.

**22.2 Balancing and No-Notice Service.**

- (a) Each Customer shall use best efforts to balance purchases, deliveries and receipts of gas at all times. Except as specified in 22.1(f), for the purposes of balancing excess deliveries and shortfalls and purchasing services under Rates NNS and MBS, Billing Pools may be treated as a single entity. Subject to the terms and conditions set forth below, the Company shall provide no-notice and monthly balancing services under Rate Schedules NNS and MBS. Service under Rate Schedules NNS and MBS is available only for inadvertent fluctuations, limited by the terms and conditions of each Rate Schedule, and is not available to speculate as to fuel prices or otherwise to permit imbalances which reasonably could have been avoided. In the event the Customer fails to use best efforts to balance deliveries and receipts, or otherwise misuses no-notice or balancing services as determined by the Company in its sole discretion, Section 22.4 shall apply for the period of such default or misuse.
- (b) Daily Balancing. The Company shall allow Customer's daily demand to inadvertently vary from daily scheduled deliveries by +/-10.0% (former South Rate District) and +/-2.5% (former North & Central Rate Districts) without imposing Daily Balancing Charges, provided the total daily quantity taken does not exceed Customer's Daily Firm Requirement, MDQ or otherwise specified contract demand limit. Daily imbalances in excess of the +/-10.0% (former South Rate District) and +/-2.5% (former North & Central Rate Districts) tolerance, unless otherwise provided by service elected under Rate NNS, shall be assessed a Maximum Daily Excess Balancing Charge in accordance with Section 22.4 under Critical Day and Non-Critical Day criteria unless otherwise specified in Customer's contract, in addition to the charges specified in Rates DS, LFD, XD and IS, on all such quantities.
- (c) Imbalance Resolution. Customer's monthly imbalances will be calculated at the end of each billing period to determine if any overdelivery (excess) or underdelivery (shortfall) condition exists for volumes scheduled versus volumes metered. If the Customer is determined to be in an imbalance condition, and has not elected service under Rate MBS, then the Company shall sell and the Customer shall buy any shortfall amount according to the following cash-out pricing:

RULES AND REGULATIONS**22. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS THROUGH OCTOBER 31, 2020 - Continued****Former South Rate District:**

<u>Shortfall Percent</u>	<u>Cash-Out Price</u>
Up to 5%	Average Monthly Index("AMI")
Greater than 5%, but not greater than 15%	AMI x 1.1
Greater than 15%, but not greater than 25%	AMI x 1.3
Greater than 25%	AMI x 1.5

Likewise, the Customer shall sell and the Company shall buy any excess amount according to the following cash-out pricing:

<u>Excess Percent</u>	<u>Cash-Out Price</u>
Up to 5%	Average Monthly Index ("AMI")
Greater than 5%, but not greater than 15%	AMI x 0.9
Greater than 15%, but not greater than 25%	AMI x 0.7
Greater than 25%	AMI x 0.5

The AMI (Average Monthly Index) shall be calculated as the average of the published Gas Daily Midpoint index prices for Texas Eastern, Market Area 3 ("M-3") during the Customer's billing month.

The AMI is applicable to the above tables only for inadvertent monthly imbalances. The HMI (Highest Monthly Index) or the LMI (Lowest Monthly Index) as defined below shall apply respectively to shortfall and excess conditions in those situations where intentional imbalances are involved.

The HMI shall be calculated as the highest of the published *Gas Daily Absolute* index prices for Texas Eastern, M-3 during the Customer's billing month.

The LMI shall be calculated as the lowest published *Gas Daily Absolute* index prices for Texas Eastern, M-3 during the Customer's billing month.

**Former North Rate District:**

<u>Shortfall Percent</u>	<u>Cash-Out Price</u>
Up to 5%	Shortfall Monthly Index("SMI")
Greater than 5%, but not greater than 15%	SMI x 1.1
Greater than 15%, but not greater than 25%	SMI x 1.3
Greater than 25%	SMI x 1.5

Likewise, the Customer shall sell and the Company shall buy any excess amount according to the following cash-out pricing:

<u>Excess Percent</u>	<u>Cash-Out Price</u>
Up to 5%	Excess Monthly Index ("EMI")
Greater than 5%, but not greater than 15%	EMI x 0.9
Greater than 15%, but not greater than 25%	EMI x 0.7
Greater than 25%	EMI x 0.5

RULES AND REGULATIONS**22. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS THROUGH OCTOBER 31, 2020 - Continued**

The SMI (Shortfall Monthly Index) shall be the highest of the average of the published *Gas Daily* Midpoint index prices for: Transco, Leidy line receipts PLUS the maximum published Rate IT transportation charges for deliveries from zone 6 to zone 6 on Transcontinental Gas Pipeline Company, LLC; Transco zone 6 non-N.Y.; Transco, zone 6 non-N.Y. North; or Transco, zone 6 non-N.Y. South during the Customer's billing month.

The EMI (Excess Monthly Index) shall be the lowest of the average of the published *Gas Daily* Midpoint index prices for: Transco, Leidy line receipts; Transco, zone 6 non-N.Y.; Transco, zone 6 non-N.Y. North; or Transco, zone 6 non-N.Y. South during the Customer's billing month.

The SMI and EMI are applicable to the above tables only for inadvertent monthly imbalances. The HMI (Highest Monthly Index) or the LMI (Lowest Monthly Index) as defined below shall apply respectively to shortfall and excess conditions in those situations where intentional imbalances are involved.

The HMI shall be calculated as the highest of the published *Gas Daily* Absolute index prices for: Transco, Leidy line receipts PLUS the maximum published Rate IT transportation charges for deliveries from zone 6 to zone 6 on Transcontinental Gas Pipeline Company, LLC; Transco, zone 6 non-N.Y.; Transco, zone 6 non-N.Y. North; or Transco, zone 6 non-N.Y. South during the Customer's billing month.

The LMI shall be calculated as the lowest published *Gas Daily* Absolute index prices for: Transco, Leidy line receipts; Transco, zone 6 non-N.Y.; Transco, zone 6 non-N.Y. North; or Transco, zone 6 non-N.Y. South during the Customer's billing month.

**Former Central Rate District:**

<u>Shortfall Percent</u>	<u>Cash-Out Price</u>
Up to 5%	Average Monthly Index ("AMI")
Greater than 5%, but not greater than 15%	AMI x 1.1
Greater than 15%, but not greater than 25%	AMI x 1.3
Greater than 25%	AMI x 1.5

Likewise, the Customer shall sell and the Company shall buy any excess amount according to the following cash-out pricing:

<u>Excess Percent</u>	<u>Cash-Out Price</u>
Up to 5%	Average Monthly Index ("AMI")
Greater than 5%, but not greater than 15%	AMI x 0.9
Greater than 15%, but not greater than 25%	AMI x 0.7
Greater than 25%	AMI x 0.5

The AMI (Average Monthly Index) shall be calculated as the average of the published *Gas Daily* Midpoint index prices for Transco, zone 6 non-N.Y. during the Customer's billing month.

The AMI is applicable to the above tables only for inadvertent monthly imbalances. The HMI (Highest Monthly Index) or the LMI (Lowest Monthly Index) as defined below shall apply respectively to shortfall and excess conditions in those situations where intentional imbalances are involved.

RULES AND REGULATIONS**22. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS THROUGH OCTOBER 31, 2020 - Continued**

The HMI shall be calculated as the sum of the highest published *Gas Daily* Midpoint index prices for Transco, zone 6 non-N.Y. during the Customer's billing month.

The LMI shall be calculated as the sum of the lowest published *Gas Daily* Midpoint index prices for Transco, zone 6 non-N.Y. during the Customer's billing month.

- (d) The Company may extend the balancing period for gas volumes and may increase volumes eligible for balancing in its discretion, but only if it determines that such action is consistent with its obligations to other customers.
- (e) Supply Transfers. In order to facilitate Monthly balancing related to inadvertent imbalances in Company's sole discretion, the Company shall allow Supply Transfers among Customers and Billing Pools, Customers-to-Billing Pools and Billing Pools-to-Customers at a fee of \$125 per transaction, provided however: (1) such transfer is requested prior to the end of the billing month for both the transferee and the transferor, (2) such transfer is physically possible given pipeline interconnection and delivery point limitations which require transfers to be between parties located on the same segment of the Company's distribution system, and system supplies and reliability are not adversely affected.
- (f) Competitive Volume Customers. In the case of Customers or applicants seeking service for facilities with a design volume capability allowing for direct connection to transmission or gathering lines for bypass of Company facilities, Company shall have the right to establish daily and monthly balancing tolerances at levels other than those specified in subsections (b) and (c) of this Section 22.2 to reflect specific operational limitations or to protect the interests of other Customers, as determined by the Company in its sole discretion. Additionally, the Company may establish special nomination rules, imbalance resolution rules and communication protocols that reflect the Customer's or applicant's commercial alternatives, and which are consistent with its obligations to other Customers.

**22.3 Service Agreement and General.**

- (a) Limitation on Liability.
  - (1) The Company shall not be liable for curtailment of service under Rates DS, LFD, XD and IS, or loss of the Customer's gas as a result of any steps taken to comply with any law, regulation or order of any governmental agency with jurisdiction to regulate, allocate or control gas supplies or the rendition of service hereunder, and regardless of any defect in such law, regulation or order.
  - (2) Gas transported and delivered by the Company to the Customer hereunder shall be and remain the property of the Customer. The Customer 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.
  - (3) The Company shall not be liable for any loss to the Customer arising from or out of service hereunder, including loss of gas in the possession of the Company or any other cause, except gross or willful negligence of the Company's own employees or agents. The Company reserves the right to commingle gas of the Customer with other supplies.

RULES AND REGULATIONS**22. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS THROUGH OCTOBER 31, 2020 - Continued**

- (b) Warranty, indemnity and special provisions. The receipt of service constitutes Customer's agreement to the following representations and warranties, together with related provisions in the service agreement:
- (1) clear and marketable title to the Customer's gas;
  - (2) delivery points, pressure, quality and other specifications acceptable to gas transmission pipeline(s) and the Company;
  - (3) eligibility of the Customer for service;
  - (4) existence of lawful authority for sale, transportation and delivery;
  - (5) agreement to pay all excise, sales, use, gross receipts, or other taxes (other than income taxes), all tariff charges and all penalties, charges, fees for transportation, balancing etc., associated with delivered gas, which may be levied upon or incurred by the Company at any time;
  - (6) agreement to indemnify and hold the Company harmless from breach of representations or warranties, and any liability associated with Customer's gas while on the Company's system.

Copy of Gas Purchase Agreements, Other Documents. When requested by the Company, the Customer shall provide the Company with a copy of Customer's gas purchase contract and any related transportation, marketing and brokerage contracts, or, in lieu of providing such contracts, certify pertinent information as required by the Company, and, in order to meet state or federal requirements, provide a sworn affidavit setting forth the Customer's cost of gas for the period requested by the Company. The Company shall endeavor to protect the confidentiality of information provided by the customer in accordance with this provision. The Company will provide such information to third parties only when required to do so by law, regulation or order and in such case, will attempt to maintain confidentiality to the extent possible.

**22.4 Maximum Daily Excess Balancing Charge**

The Daily Excess Balancing Charge that occurs on Critical Days shall be as follows:

**Former South Rate District**

The charge for exceeding daily balancing limits shall be ten times the highest price for delivery in Texas Eastern, M-3, as published in *Gas Daily* on the table "Daily Price Survey." This rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of the interstate pipelines which deliver gas into Pennsylvania.

The Daily Excess Balancing Charge that applies on Non-Critical Days shall be as follows:

<u>Daily Imbalance Percent</u>	<u>Penalty</u>
Up to 15%	GDI
Greater than 15%, but not greater than 30%	GDI x 2
Greater than 30%, but not greater than 45%	GDI x 3
Greater than 45%, but not greater than 60%	GDI x 4
Greater than 60%	GDI x 5
Intentional imbalances	GDI x 5

RULES AND REGULATIONS**22. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS THROUGH OCTOBER 31, 2020 - Continued**

The GDI (Gas Daily Index) shall be equal to the difference in price between the highest published Gas Daily index price for Texas Eastern, M-3 and the lowest published Gas Daily index price for Texas Eastern, M-2 but shall not be lower than \$0.25/Mcf.

Former North Rate District

The charge for exceeding daily balancing limits shall be ten times the highest price for delivery in: Transco, Leidy line receipts PLUS the maximum published Rate IT transportation charges for deliveries from zone 6 to zone 6 on Transcontinental Gas Pipeline Company, LLC; Transco, zone 6 non-N.Y.; Transco, zone 6 non-N.Y. North; or Transco, zone 6-non-N.Y. South, as published in *Gas Daily* on the table "Daily Price Survey." This rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of the interstate pipelines which deliver gas into Pennsylvania.

The Daily Excess Balancing Charge that occurs on Non-Critical Days shall be as follows:

<u>Daily Imbalance Percent</u>	<u>Penalty</u>
Up to 15%	GDI
Greater than 15%, but not greater than 30%	GDI x 2
Greater than 30%, but not greater than 45%	GDI x 3
Greater than 45%, but not greater than 60%	GDI x 4
Greater than 60%	GDI x 5
Intentional imbalances	GDI x 5

The GDI (Gas Daily Index) shall be equal to the difference in price between the highest published *Gas Daily* index price for Transco, zone 6 Non-NY; *Transco, zone 6 non-N.Y. North; or Transco, zone 6-non-N.Y. South* and the lowest published *Gas Daily* index price for Transco, Leidy line receipts but shall not be lower than \$0.25/Mcf.

Former Central Rate District

The charge for exceeding daily balancing limits shall be ten times the highest price for delivery in Transco Zone 6, New York, as published in *Gas Daily* on the table "Daily Price Survey." This rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of the interstate pipelines which deliver gas into Pennsylvania.

Maximum Daily Excess Balancing Charge that occurs on Non-Critical Days shall be as follows:

<u>Daily Imbalance Percent</u>	<u>Penalty</u>
Up to 15%	GDI
Greater than 15%, but not greater than 30%	GDI x 2
Greater than 30%, but not greater than 45%	GDI x 3
Greater than 45%, but not greater than 60%	GDI x 4
Greater than 60%	GDI x 5
Intentional imbalances	GDI x 10

RULES AND REGULATIONS**22. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS  
THROUGH OCTOBER 31, 2020 - Continued**

The GDI (Gas Daily Index) shall be equal to the difference in price between the highest published Gas Daily index price for Transco, Zone 6 Non-NY and the lowest published Gas Daily index price for Transco, Station 65 but shall not be lower than \$0.25/Mcf.

The Company shall not charge any Maximum Daily Excess Balancing Charges if the Customer's Excess Daily Imbalance is anticipated to benefit the distribution systems daily balancing position as determined by Company in its sole discretion.

**22.5 Operational Flow Orders and Daily Flow Directives**

The Company has the right to issue Operational Flow Orders and Daily Flow Directives at any time. Failure to comply with any OFO or DFD shall result in a penalty charge of Twenty-Five (\$25) per Mcf or the charge calculated in compliance with Section 22.4 Maximum Daily Excess Balancing Charge, whichever is greater.

RULES AND REGULATIONS**22A. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS  
Effective November 1, 2020**

## 22A.1 Application of Rates

- (a) Applicable Rates: DS, LFD, XD and IS.
- (b) Notification of Delivery; Nomination Procedures. Customer shall notify the Company of any and all gas deliveries to the Company's system, including, but not limited to, the provision of nomination, revised nomination and scheduling information, in accordance with the Company's *Nomination Procedure*, as may be amended from time to time, and made available on the Company's Gas Management Website ("Nomination Procedure"). The quantity of gas received on behalf of the Customer shall be determined by allocation or other method by the Company if required in its sole discretion. It is the Customer's responsibility to arrange that any necessary billing information be provided to the Company and/or delivery gas source.
- (c) Nominating Agents. A Customer shall notify the Company of its designated nominating agent ("Agent") for purposes of nominating the volumes of natural gas to be delivered to the Company's system on the Customer's behalf in accordance with the Nomination Procedures. Customer shall notify Company, on a form designated by the Company in the Nomination Procedures, of the responsibilities of the Agent, and shall provide Company with the Agent's valid e-mail address and valid 24-hour contact information. Customer shall remain liable for all charges and penalties notwithstanding Customer's designation and use of an Agent in accordance with the provisions herein.
- (d) Penalties for Customer's Default. Customers failing to provide nomination, billing, scheduling, agent, supplier and/or other required information to the Company or pipeline(s) in accordance with the provisions of the Tariff, or otherwise failing to comply with the Company's *Nomination Procedure*, shall be subject to applicable imbalance charges and, in addition, be charged an Administrative Scheduling Fee in an amount no greater than \$1,000 per day for every day such required information is delayed. If a Customer default of these provisions occurs and is occurring for a period of 90 days, the Company may impose retail or standby rates on the Customer's account beginning the first day after such 90-day period through and until such time as the Company deems the Customer default to have been resolved.
- (e) Sequencing for Billing. Unless otherwise agreed by the Company and the Customer, customer-owned gas delivered under the transportation rate schedules shall be sequenced for billing as the first gas through the meter, and gas purchased under the Retail and Standby Rider shall be sequenced for billing purposes as the last gas through the meter. Gas billed under firm rate schedules shall be billed prior to gas billed under interruptible rate schedules. In lieu of otherwise specified tariff provisions, where the Company and Customer agree, Company shall use pipeline metering facilities for measuring and billing total deliveries to the Customer's facility.

RULES AND REGULATIONS**22A. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS  
Effective November 1, 2020 - Continued**

- (f) Payment of Charges, Penalties. The Customer shall pay the Company for any and all additional charges incurred on the Customer's behalf or resulting from the Customer's actions or inactions which the Company can demonstrate arise out of the provision of transportation service including, but not limited to, pipeline transportation and service charges. Any such charge, penalty or obligation imposed by a pipeline transporter or supplier as result of balancing of gas delivered to the Customer shall be paid by the Customer in addition to otherwise applicable charges.
- (g) The Billing Pool Agent is required to notify Company at least ten days prior to dropping a Customer from a Billing Pool. If adequate advance notice is not provided, the Company reserves the right to not drop the Customer from the Billing Pool.
- (h) Billing Pools. One or more transportation Customers may join together in pooled transactions for the purchase and delivery of gas. The Company may allocate among all such customers the volumes of gas or imbalances for purposes of determining responsibility for charges, rates, penalties or other obligations imposed by the Company, or in connection with operation of the pool. A Supplier to a Billing Pool must notify the Company prior to initiating gas deliveries. A Customer is required to submit in writing a request for entry into a Billing Pool.
- (1) Each Billing Pool shall appoint an Agent who will coordinate nomination, billing, reconciliation, allocation and any other necessary communication between the Billing Pool and the Company.
- (2) All members of a Billing Pool shall be of like balancing service election. The Company may restrict formation or operation of any Billing Pool in order to meet like balancing service election or pipeline imposed eligibility requirements.
- (3) Automated Meter Reading. The Company has the right as a condition of being a pool member, to install, at the Customer's expense, automated meter reading ("AMR") equipment for the purposes of daily collection or monitoring, and billing Customer volumes at each related service meter. Where AMR equipment is installed, the Customer shall maintain, at its expense, unless otherwise directed by the Company, a dedicated phone connection and electric service to the AMR equipment which will allow the Company unlimited remote access to the AMR device at all times. Failure to maintain a required phone and/or electric service may result in Customer being removed from a Billing Pool and being placed on a rate schedule not requiring daily measurement capability.
- (4) Service under Rate NNS is required by, and shall be individually billed to, any and all members of a Billing Pool except when all pool members are monitored on a daily basis through the use of Company owned AMR equipment at all meter locations. Additionally, service under Rate MBS is required by, and shall be individually billed to, any and all members of a Billing Pool when the billing month for each pool member does not end on the same calendar date; Billing Pools having all customers monitored and billed through the use of Company owned AMR equipment at all meter locations shall be exempt from this requirement.

RULES AND REGULATIONS**22. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS  
Effective November 1, 2020 - Continued**

- (i) Recognition of Supplies. Volumes transported on behalf of the Customer will be recognized in the Customer's current billing month based on nominated or scheduled volumes information and may be adjusted after notification is received from the pipeline supplier(s) of the volumes transported on behalf of the Customer. Volumes scheduled shall be determined on the basis of best available actual or confirmed pipeline and/or Company information at the time of billing.
- (j) Unless otherwise negotiated under Rate XD, the Company shall retain for Company use gas, and lost and unaccounted for gas, 1.0% of the total volume of gas delivered into its system for the Customer's account.

**22A.2 Balancing and No-Notice Service.**

- (a) Each Customer shall use best efforts to balance purchases, deliveries and receipts of gas at all times. Except as specified in 22.1(f), for the purposes of balancing excess deliveries and shortfalls and purchasing services under Rates NNS and MBS, Billing Pools may be treated as a single entity. Subject to the terms and conditions set forth below, the Company shall provide no-notice and monthly balancing services under Rate Schedules NNS and MBS. Service under Rate Schedules NNS and MBS is available only for inadvertent fluctuations, limited by the terms and conditions of each Rate Schedule, and is not available to speculate as to fuel prices or otherwise to permit imbalances which reasonably could have been avoided. In the event the Customer fails to use best efforts to balance deliveries and receipts, or otherwise misuses no-notice or balancing services as determined by the Company in its sole discretion, Section 22.4 shall apply for the period of such default or misuse.
- (b) Daily Balancing. The Company shall allow Customer's daily demand to inadvertently vary from daily scheduled deliveries by +/-4.5% without imposing Daily Balancing Charges, provided the total daily quantity taken does not exceed Customer's Daily Firm Requirement, MDQ or otherwise specified contract demand limit. Daily imbalances in excess of the +/-4.5% tolerance, unless otherwise provided by service elected under Rate NNS, shall be assessed a Maximum Daily Excess Balancing Charge in accordance with Section 22.4 under Critical Day and Non-Critical Day criteria unless otherwise specified in Customer's contract, in addition to the charges specified in Rates DS, LFD, XD and IS, on all such quantities.
- (c) Imbalance Resolution. Customer's monthly imbalances will be calculated at the end of each billing period to determine if any overdelivery (excess) or underdelivery (shortfall) condition exists for volumes scheduled versus volumes metered. If the Customer is determined to be in an imbalance condition, and has not elected service under Rate MBS or has exceeded the 10% imbalance allowance provided under Rate MBS, then the Company shall sell and the Customer shall buy, subject to the 5 percent limitation under Rate MBS, any shortfall amount according to the following cash-out pricing:

RULES AND REGULATIONS

**22A. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS  
Effective November 1, 2020 - Continued**

<u>Shortfall Percent</u>	<u>Cash-Out Price</u>
Up to 5%	Shortfall Monthly Index("SMI")
Greater than 5%, but not greater than 15%	SMI x 1.1
Greater than 15%, but not greater than 25%	SMI x 1.3
Greater than 25%	SMI x 1.5

Likewise, the Customer shall sell and the Company shall buy any excess amount according to the following cash-out pricing:

<u>Excess Percent</u>	<u>Cash-Out Price</u>
Up to 5%	Excess Monthly Index ("EMI")
Greater than 5%, but not greater than 15%	EMI x 0.9
Greater than 15%, but not greater than 25%	EMI x 0.7
Greater than 25%	EMI x 0.5

The SMI (Shortfall Monthly Index) shall be the average of the published *Gas Daily* Midpoint index prices corresponding to the Customer's Delivery Region during the Customer's billing month as listed below:

<u>Delivery Region</u>	<u>Index</u>
North	Tennessee, zone 4-300 leg PLUS the applicable transportation costs from Tennessee, zone 4 to zone 4.
Central	The higher of Transco, zone 6 non-N.Y. or Transco, Leidy Line receipts plus the applicable transportation costs from Transco zone 6 to zone 6.
South	The higher of Texas Eastern, M-3 or Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.
West	The higher of Texas Eastern, M-3 or Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.

The EMI (Excess Monthly Index) shall be the average of the published *Gas Daily* Midpoint index prices corresponding to the Customer's Delivery Region during the Customer's billing month as listed below:

<u>Delivery Region</u>	<u>Index</u>
North	Tennessee, zone 4-300 leg
Central	The lower of Transco, zone 6 non-N.Y. or Transco, Leidy Line receipts plus the applicable transportation costs from Transco zone 6 to zone 6.
South	The lower of Texas Eastern, M-3 or Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.
West	The lower of Texas Eastern, M-3 or Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.

RULES AND REGULATIONS**22A. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS  
Effective November 1, 2020 - Continued**

Customer Delivery Region shall be assigned to each Customer in accordance with Customer's delivery location within the Company's distribution system.

The SMI and EMI are applicable to the above tables only for inadvertent monthly imbalances. The HMI (Highest Monthly Index) or the LMI (Lowest Monthly Index) as defined below shall apply respectively to shortfall and excess conditions in those situations where intentional imbalances are involved.

The HMI shall be calculated as the highest of the published *Gas Daily Absolute* index prices for the Customer's Delivery Region during the Customer's billing month as listed below:

<u>Delivery Region</u>	<u>Index</u>
North	Tennessee, zone 4-300 leg PLUS the applicable transportation costs from Tennessee, zone 4 to zone 4.
Central	The higher of Transco, zone 6 non-N.Y. or Transco, Leidy Line receipts plus the applicable transportation costs from Transco zone 6 to zone 6.
South	The higher of Texas Eastern, M-3 or Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.
West	The higher of Texas Eastern, M-3 or Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.

The LMI shall be calculated as the lowest published *Gas Daily Absolute* prices for the Customer's Delivery Region during the Customer's billing month as listed below:

<u>Delivery Region</u>	<u>Index</u>
North	Tennessee, zone 4-300 leg PLUS the applicable transportation costs from Tennessee, zone 4 to zone 4.
Central	The lower of Transco, zone 6 non-N.Y. or Transco, Leidy Line receipts plus the applicable transportation costs from Transco zone 6 to zone 6.
South	The lower of Texas Eastern, M-3 or Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.
West	The lower of Texas Eastern, M-3 or Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.

RULES AND REGULATIONS**22A. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS  
Effective November 1, 2020 - Continued**

- (d) The Company may extend the balancing period for gas volumes and may increase volumes eligible for balancing in its discretion, but only if it determines that such action is consistent with its obligations to other customers.
- (e) Supply Transfers. In order to facilitate Monthly balancing related to inadvertent imbalances in Company's sole discretion, the Company shall allow Supply Transfers among Customers and Billing Pools, Customers-to-Billing Pools and Billing Pools-to-Customers at a fee of \$125 per transaction, provided however: (1) such transfer is requested prior to the end of the billing month for both the transferee and the transferor, (2) such transfer is physically possible given pipeline interconnection and delivery point limitations which require transfers to be between parties located on the same segment of the Company's distribution system, and system supplies and reliability are not adversely affected.
- (f) Competitive Volume Customers. In the case of Customers or applicants seeking service for facilities with a design volume capability allowing for direct connection to transmission or gathering lines for bypass of Company facilities, Company shall have the right to establish daily and monthly balancing tolerances at levels other than those specified in subsections (b) and (c) of this Section 22.2 to reflect specific operational limitations or to protect the interests of other Customers, as determined by the Company in its sole discretion. Additionally, the Company may establish special nomination rules, imbalance resolution rules and communication protocols that reflect the Customer's or applicant's commercial alternatives, and which are consistent with its obligations to other Customers.

**22A.3 Service Agreement and General.****(a) Limitation on Liability.**

- (1) The Company shall not be liable for curtailment of service under Rates DS, LFD, XD and IS, or loss of the Customer's gas as a result of any steps taken to comply with any law, regulation or order of any governmental agency with jurisdiction to regulate, allocate or control gas supplies or the rendition of service hereunder, and regardless of any defect in such law, regulation or order.
- (2) Gas transported and delivered by the Company to the Customer hereunder shall be and remain the property of the Customer. The Customer 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.
- (3) The Company shall not be liable for any loss to the Customer arising from or out of service hereunder, including loss of gas in the possession of the Company or any other cause, except gross or willful negligence of the Company's own employees or agents. The Company reserves the right to commingle gas of the Customer with other supplies.

RULES AND REGULATIONS**22A. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS  
Effective November 1, 2020 - Continued**

- (b) Warranty, indemnity and special provisions. The receipt of service constitutes Customer's agreement to the following representations and warranties, together with related provisions in the service agreement:
- (1) clear and marketable title to the Customer's gas;
  - (2) delivery points, pressure, quality and other specifications acceptable to gas transmission pipeline(s) and the Company;
  - (3) eligibility of the Customer for service;
  - (4) existence of lawful authority for sale, transportation and delivery;
  - (5) agreement to pay all excise, sales, use, gross receipts, or other taxes (other than income taxes), all tariff charges and all penalties, charges, fees for transportation, balancing etc., associated with delivered gas, which may be levied upon or incurred by the Company at any time;
  - (6) agreement to indemnify and hold the Company harmless from breach of representations or warranties, and any liability associated with Customer's gas while on the Company's system.

Copy of Gas Purchase Agreements, Other Documents. When requested by the Company, the Customer shall provide the Company with a copy of Customer's gas purchase contract and any related transportation, marketing and brokerage contracts, or, in lieu of providing such contracts, certify pertinent information as required by the Company, and, in order to meet state or federal requirements, provide a sworn affidavit setting forth the Customer's cost of gas for the period requested by the Company. The Company shall endeavor to protect the confidentiality of information provided by the customer in accordance with this provision. The Company will provide such information to third parties only when required to do so by law, regulation or order and in such case, will attempt to maintain confidentiality to the extent possible.

**22A.4 Maximum Daily Excess Balancing Charge**

The Daily Excess Balancing Charge that occurs on Critical Days shall be as follows:

The charge for exceeding daily balancing limits shall be ten times the highest price as published in *Gas Daily* on the table "Daily Price Survey." For each delivery region as listed in the table below. This rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of the interstate pipelines which deliver gas into Pennsylvania.

RULES AND REGULATIONS**22A. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS  
Effective November 1, 2020 - Continued**

<u>Delivery Region</u>	<u>Index</u>
North	Tennessee, zone 4- 300 leg plus the applicable transportation costs from Tennessee Zone 4 to Zone 4.
Central	The higher of 1) Transco, zone 6 non-N.Y. or 2) Transco, Leidy Line receipts plus the applicable transportation costs from Transco Zone 6 to Zone 6.
South	The higher of Texas Eastern, M-3 or Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.
West	The higher of Texas Eastern, M-3 or Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.

The Daily Excess Balancing Charge that occurs on Non-Critical Days shall be as follows:

<u>Daily Imbalance Percent</u>	<u>Penalty</u>
Up to 15%	GDI
Greater than 15%, but not greater than 30%	GDI x 2
Greater than 30%, but not greater than 45%	GDI x 3
Greater than 45%, but not greater than 60%	GDI x 4
Greater than 60%	GDI x 5
Intentional imbalances	GDI x 5

The GDI (Gas Daily Index) shall be equal to the difference in price between the highest published *Gas Daily* index price and the lowest published *Gas Daily* index price for the Customer's Delivery Region as listed below but shall not be lower than \$0.25/Mcf.

<u>Delivery Region</u>	<u>Highest Index Price</u>	<u>Lowest Index Price</u>
North	Tennessee, zone 4- 300 leg plus the applicable transportation costs from Tennessee Zone 4 to Zone 4.	Tennessee, zone 4- 300 leg
Central	Transco zone 6, non-N.Y.	Transco, Leidy line receipts plus the applicable transportation costs from Transco zone 6 to zone 6.
South	Texas Eastern, M3	Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.
West	Texas Eastern, M3	Texas Eastern, M-2 receipts plus the applicable transportation costs from Texas Eastern M-2 to M-3.

RULES AND REGULATIONS**22A. GENERAL TERMS FOR DELIVERY SERVICE FOR RATE SCHEDULES DS, LFD, XD, AND IS  
Effective November 1, 2020 - Continued**

The Company shall not charge any Maximum Daily Excess Balancing Charges if the Customer's Excess Daily Imbalance is anticipated to benefit the distribution systems daily balancing position as determined by Company in its sole discretion.

**22A.5 Operational Flow Orders and Daily Flow Directives**

The Company has the right to issue Operational Flow Orders and Daily Flow Directives at any time. Failure to comply with any OFO or DFD shall result in a penalty charge of Twenty-Five (\$25) per Mcf or the charge calculated in compliance with Section 22.4 Maximum Daily Excess Balancing Charge, whichever is greater.

**22A.6 Cost of Assigned Capacity.**

In addition to applicable interstate pipeline demand charges, the associated demand charges to customers, or their NGS, served under Rates DS and LFD, and who utilize assigned PGC capacity, will include 100% and 50% pro rata allocation of annual Peaking Supply service demand costs, respectively. The associated demand charges will be reduced by a pro rata share of the Economic Benefit of Peaking Supply (EBPS Credit). The EBPS Credit shall mean a pro rata share of (a) the value of Peaking Supply utilized in off system sales transactions and included in the PGC share of the Revenue Sharing Incentive Mechanism revenues, plus (b) the Commodity Price Differential, which shall be, as measured for the date of Peaking Supply delivery, the aggregate difference, if positive, between the Gas Daily price applicable to the zone of delivery (i.e., Texas Eastern M3 for deliveries in the South and West Delivery Regions with the exception of deliveries from Mt. Bethel and Transco Z6 NNY for deliveries made in the North and Central Delivery Regions and deliveries from Mt. Bethel) and the actual price paid for actual Peaking Supply deliveries into the UGI distribution system. The EBPS Credit shall be applied in the calculation of associated demand charges in the second billing month after the credit has accrued (e.g., December accrued credits will be used to reduce the February associated demand charges) and shall not, on an annual basis, exceed the annual incremental demand charges for Peaking Services charged to Rate DS and LFD customers, or their NGS, as described above.

RULES AND REGULATIONS**23. GENERAL TERMS FOR INTERCONNECTION COORDINATION  
SERVICES FOR CONNECTING ENTITIES**

Any entity with actual or potential sources of gas supply connected to Company facilities (Connecting Entity) shall be obligated to enter into an agreement with the Company (Coordination Agreement) addressing, to the extent applicable: (1) the duties and obligations of the parties with respect to their respective facilities, (2) measurement of deliveries of gas, (3) gas quality standards, (4) nomination requirements, (5) permitted variations in supply deliveries and imbalance resolution and (6) other operational issues raised by the nature of the supply source connection

RULES AND REGULATIONS

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RULES AND REGULATIONS

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RATE RGENERAL SERVICE - RESIDENTIALAVAILABILITY

This rate applies to all Residential Customers in the entire gas service territory of the Company and available at one location, for the total requirements of any residential Customer. Residential Customers are customers receiving the Company's gas service to a single-family dwelling or building, or through one meter to four or fewer units in a multi-family dwelling or premises used as a single family.

MONTHLY RATE TABLE

Customer Charge: \$14.60 per customer

Plus

Distribution Charge: \$0.37861/Ccf

Plus

SURCHARGES and RIDERS

Rider A - State Tax Adjustment Surcharge  
 Rider B - Section 1307 (f) Purchased Gas Cost  
 Rider C - Extended TCJA Temporary Surcharge  
 Rider D - Merchant Function  
 Rider E - Gas Procurement Charge  
 Rider F - Universal Service Program  
 Rider G - Energy Efficiency and Conservation  
 Rider I - Distribution System Improvement Charge

MINIMUM CHARGE

Customer Charge as set forth above.

MINIMUM BILL PROVISION

If natural gas service is discontinued at the request of the Customer, the Company shall not be under any obligation to resume service to the same Customer at the same premise within twelve months unless it shall receive an amount equal to the minimum charge for each month up to a maximum of twelve months of the intervening period.

Customer at the same premise who requires seasonal service and has gas shut off and turned on within twelve-month period billed in an amount equal to the minimum charge under the applicable rate for each month service was shut off up to the 12 month intervening period.

PAYMENT

In accordance with Section 8.

LATE PAYMENT CHARGE

Late Payment Charges shall be billed in accordance with Section 8, Billing and Payment, paragraph 8.7.

RATE RTGENERAL SERVICE - RESIDENTIAL TRANSPORTATIONAVAILABILITY

This Rate applies to all Residential Customers in the entire gas service territory who are served by a qualified Choice Supplier receiving service under Rate AG and available at one location, for the total requirements of any residential Customer. Residential Customers are customers receiving the Company's gas service to a single-family dwelling or building, or through one meter to four or fewer units in a multi-family dwelling or premises used as a single family.

MONTHLY RATE TABLE

Customer Charge: \$14.60 per customer

Plus

Distribution Charge: \$0.37861/Ccf

Plus

SURCHARGES and RIDERS

Rider A - State Tax Adjustment Surcharge  
Rider C - Extended TCJA Temporary Surcharge  
Rider F - Universal Service Program  
Rider G - Energy Efficiency and Conservation  
Rider I - Distribution System Improvement Charge

MINIMUM CHARGE

Customer Charge as set forth above.

MINIMUM BILL PROVISION

If natural gas service is discontinued at the request of the Customer, the Company shall not be under any obligation to resume service to the same Customer at the same premise within twelve months unless it shall receive an amount equal to the minimum charge for each month up to a maximum of twelve months of the intervening period.

Customer at the same premise who requires seasonal service and has gas shut off and turned on within twelve-month period billed in an amount equal to the minimum charge under the applicable rate for each month service was shut off up to the 12 month intervening period.

Rate RT - Continued

GENERAL SERVICE - RESIDENTIAL TRANSPORTATION

PAYMENT

In accordance with Section 8.

LATE PAYMENT CHARGE

Late Payment Charges shall be billed in accordance with Section 8, Billing and Payment, paragraph 8.7.

RULES AND REGULATIONS

Where a Customer is returned to the Company or an alternate Supplier of Last Resort prior to the next regular meter reading date, due to the Licensed Choice Natural Gas Supplier's non-performance, Customer will receive service from Company or alternate Supplier of Last Resort for the remainder of the billing month at the contract rate between the Customer and Choice Supplier. Customer must provide evidence of the applicable contract rate, if requested by Company, to receive the contract rate price. As of the next regular meter read date, Customer will be transferred to Rate R, unless enrolled as a Rate RT customer by another Choice Supplier, effective as of the next regular meter read date.

GENERAL TERMS

Company Use and Unaccounted For gas shall be retained in accordance with Section 5, Operational Requirements, paragraph 5.1, Daily Delivery Requirements, of the Gas Choice Supplier Tariff.

RATE GLGENERAL SERVICE - GAS LIGHT SERVICEAVAILABILITY

This service is available for street, highway, driveway or other lighting or sign illumination, where measurement by meter of the gas consumed is not practicable or economical. As used herein, "light" means a single lamp or sign having one (1) gas-flow orifice and one (1) or more mantles, and of a type approved by the Company.

MONTHLY RATE TABLE

Distribution Charge: \$3.7861/Mcf

Plus

SURCHARGES and RIDERS

Rider A - State Tax Adjustment Surcharge  
Rider B - Section 1307(f) Purchased Gas Cost  
Rider C - Extended TCJA Temporary Surcharge  
Rider I - Distribution System Improvement Charge

Monthly usage is assumed to be 1.8 Mcf, however, for larger consumption input fixtures, the Company reserves the right to modify

BILLS DUE

All bills for continuing service are due each month when rendered, and the final due date stated on the bill shall be no less than fifteen (15) days from the date of presentation. Upon discontinuance of service, bills are due and payable upon presentation.

PAYMENT

In accordance with Section 8 of this Tariff.

LATE PAYMENT CHARGE

Late Payment Charges shall be billed in accordance with Section 8, Billing and Payment, paragraph 8.7.

SPECIAL TERMS AND CONDITIONS

Gas will be supplied to lights furnished, erected and maintained by the customer only when equipped with regulators and such devices as the Company considers necessary for turning lights on and off for maintenance and safety purposes.

RATE NGENERAL SERVICE - NON-RESIDENTIALAVAILABILITY

This Rate applies in the entire territory served by the Company and is available to all Non-Residential Customers, using gas for any purpose including gas purchased by another public utility for resale. Service will be supplied only where the Company's facilities and the available quantity of gas are suitable to the service desired. Rate N service may not be applied to supplement or back up any transportation service.

MONTHLY RATE TABLE

Customer Charge: \$23.50 per customer

Plus

Distribution Charge: \$3.5177 per Mcf  
\$3.1559 per Mcf (for former North Rate District only)

Plus

SURCHARGES and RIDERS

Rider A - State Tax Adjustment Surcharge  
Rider B - Section 1307(f) Purchased Gas Cost  
Rider C - Extended TCJA Temporary Surcharge  
Rider D - Merchant Function Rider  
Rider E - Gas Procurement Charge  
Rider G - Energy Efficiency and Conservation  
Rider H - Technology and Economic Development  
Rider I - Distribution System Improvement Charge

MINIMUM CHARGE

The Customer Charge as set forth above.

MINIMUM BILL PROVISION

If natural gas service is discontinued at the request of the Customer, the Company shall not be under any obligation to resume service to the same Customer at the same premise within twelve months unless it shall receive an amount equal to the minimum charge for each month up to a maximum of twelve months of the intervening period.

Customer at the same premise who requires seasonal service and has gas shut off and turned on within twelve-month period billed in an amount equal to the minimum charge under the applicable rate for each month service was shut off up to the 12 month intervening period.

PAYMENT

In accordance with Section 8 of this Tariff.

LATE PAYMENT CHARGE

Late Payment Charges shall be billed in accordance with Section 8, Billing and Payment, paragraph 8.7.

RATE NTGENERAL SERVICE - NON-RESIDENTIAL TRANSPORTATIONAVAILABILITY

This Rate applies in the entire territory served by the Company and is available to all Customers who are served by a Choice Supplier receiving service under Rate AG, except residential Customers, using gas for any purpose. Service will be supplied only where the Company's facilities and the available quantity of gas are suitable to the service desired. Rate NT service may not be applied to supplement or back up any transportation or retail service.

MONTHLY RATE TABLE

Customer Charge: \$23.50 per customer

Plus

Distribution Charge: \$3.5177 per Mcf  
\$3.1559 per Mcf (for former North Rate District only)

Plus

SURCHARGES and RIDERS

Rider A - State Tax Adjustment Surcharge  
Rider C - Extended TCJA Temporary Surcharge  
Rider G - Energy Efficiency and Conservation  
Rider H - Technology and Economic Development  
Rider I - Distribution System Improvement Charge

MINIMUM CHARGE

The Customer Charge as set forth above.

MINIMUM BILL PROVISION

If natural gas service is discontinued at the request of the Customer, the Company shall not be under any obligation to resume service to the same Customer at the same premise within twelve months unless it shall receive an amount equal to the minimum charge for each month up to a maximum of twelve months of the intervening period.

Customer at the same premise who requires seasonal service and has gas shut off and turned on within twelve-month period billed in an amount equal to the minimum charge under the applicable rate for each month service was shut off up to the 12-month intervening period.

RATE NT - ContinuedGENERAL SERVICE - NON-RESIDENTIAL TRANSPORTATIONPAYMENT

In accordance with Section 8 of this Tariff.

LATE PAYMENT CHARGE

Late Payment Charges shall be billed in accordance with Section 8, Billing and Payment, paragraph 8.7.

RULES AND REGULATIONS

Where a Customer is returned to the Company or an alternate Supplier of Last Resort prior to the next regular meter reading date, due to the Licensed Choice Natural Gas Supplier's non-performance, Customer will receive service from Company or alternate Supplier of Last Resort for the remainder of the billing month at the contract rate between the Customer and Choice Supplier. Customer must provide evidence of the applicable contract rate, if requested by Company, to receive the contract rate price. As of the next regular meter read date, Customer will be transferred to Rate N, unless enrolled as a Rate NT customer by another Choice Supplier, effective as of the next regular meter read date.

GENERAL TERMS

Company Use and Unaccounted For gas shall be retained in accordance with Section 5, Operational Requirements, paragraph 5.1, Daily Delivery Requirements, of the Gas Choice Supplier Tariff.

RATE GBMGAS BEYOND THE MAINS (Piped Propane Service)APPLICABILITY

This Page is applicable to customers receiving Piped Propane service in accordance with the Commission's Final Order at Docket No. M-2008-2072850 entered on December 19, 2013.

AVAILABILITY

In accordance with the Commission's Final Order at Docket No. M-2008-2072850 entered on December 19, 2013, Rate GBM is available to small commercial customers until UGI obtains authority from the Commission to abandon such service no later than December 31, 2020, who are served by piped propane systems in existence as of December 19, 2013 ("Existing Propane Systems"), or through reasonable extensions of such Existing Propane Systems made consistent with the line extension provisions of this tariff.

MONTHLY RATE TABLE

Customer Charge: \$16.00 per customer

Plus

Distribution Charge: \$3.6867 per Mcf

Plus

GBM Commodity Rate: \$26.8633 per Mcf

Plus

SURCHARGES and RIDERS

Rider A - State Tax Adjustment Surcharge  
 Rider C - Extended TCJA Temporary Surcharge  
 Rider D - Merchant Function Charge  
 Rider G - Energy Efficiency and Conservation  
 Rider I - Distribution System Improvement Charge

The GBM Commodity Rate (a) is designed to recover the full costs of propane acquired to provide GBM service without subsidies from non-GBM service customers, (b) shall be reconciled annually with the resulting over-under collection being recovered or refunded through an E-Factor applied over the next annual period, (c) shall be subject to quarterly PGC adjustments, effective on one day's notice, effective March 1, June 1 and September 1. To the extent there is an over or under recovery of propane costs at the time Rate GBM service is ended, the balance shall be recovered or refunded from all Rate R and N customers by inclusion in the subsequent PGC Gas Cost Adjustment charge calculation.

RATE GBM - ContinuedGAS BEYOND THE MAINS (Piped Propane Service)

GBM customers may elect to receive natural gas commodity service from an alternate natural gas supplier but shall still be responsible for payment of the GBM Commodity rate less a credit equal to the current PGC rate to reflect the displacement impact of the alternate natural gas supplier's delivery of associated natural gas into the Company's distribution system. GBM customers leaving or returning to Rate GBM service shall pay or receive the GBM E-Factor Rate (the "GBM Migration Rider").

ADDITIONAL SERVICE PROVISIONS

1. The costs of converting a Customer's appliance to or from propane or natural gas service, unless otherwise agreed by Company, shall be paid by the customer.
2. The customer shall provide a suitable location for any required propane facilities as determined by UGI.
3. If propane service is requested by a developer for a planned or actual real estate development with multiple actual or potential service locations, the developer shall enter into an agreement with Company addressing the provision of suitable locations for required propane facilities, appliance conversion characteristics and responsibilities for use of propane distribution facilities.

RATE DSDELIVERY SERVICEAVAILABILITY

This service applies in the entire territory served by the Company. Firm Delivery Service shall be provided for all volumes supplied by the Customer for which the Company has available on system delivery capacity, subject to Section 21 - Gas Emergency Planning provisions of the Company's tariff, applicable rules and regulations of the PUC and any other governmental mandates.

The Customer must execute a Service Agreement for not less than (1) one year. The contract shall continue in force for consecutive (1) year periods unless cancelled by the Customer upon ninety (90) days written notice to Company prior to the expiration of a contract term.

Gas service in excess of volumes delivered by the Customer shall only be provided in accordance with applicable delivery service balancing provisions or in accordance with optionally elected and approved balancing or standby services.

Service under Rate DS is subject to the terms set forth under Section 22, General Terms for Delivery Service for Rate Schedules DS, LFD, XD, and IS.

MONTHLY RATE TABLE

The charge for each monthly billing period shall be the sum of the Customer Charge, the Capacity Charge if applicable, and the Distribution Charge as described below. The following are maximum rates.

Customer Charge: \$260.00

Plus

Capacity Charge: The Company's unitized weighted average cost of firm transportation capacity per elected MDQ.

Plus

Maximum Distribution Charge:

\$2.9550/MCF (all volumes)

\$2.1335/MCF (all volumes) (for North Rate District customers only)

Plus

SURCHARGES and RIDERS

Rider A - State Tax Adjustment Surcharge

Rider C - Extended TCJA Temporary Surcharge

Rider G - Energy Efficiency and Conservation

Rider H - Technology and Economic Development

Rider I - Distribution System Improvement Charge

Rider J - Gas Delivery Enhancement Rider

RATE DS - Continued

DELIVERY SERVICE

PAYMENT

In accordance with Section 8 of this Tariff.

LATE PAYMENT CHARGE

Late Payment Charges shall be billed in accordance with Section 8, Billing and Payment, paragraph 8.7.

RETAINAGE RATE

Company Use and Unaccounted For gas shall be retained in accordance with Section 22, General Terms for Delivery Service for Rate Schedules DS, LFD, XD, AND IS, paragraph 22.1(j).

RATE NNSNO-NOTICE SERVICEAVAILABILITY

This Rate is available upon request to any Customer served on Rate DS, LFD, XD or IS who, after review and acceptance of such request by Company, has entered into a service agreement with Company for service under Rate NNS. The term of the service agreement shall be concurrent with that of the Customer's underlying Delivery Service Schedule.

Service under this Rate is available for inadvertent fluctuations only and is not available to speculate as to fuel prices or otherwise to permit imbalances which reasonably could have been avoided.

Service to large volume users, such as electric generation facilities, may be limited as determined by the Company. Service under Rate NNS is subject to the terms and conditions set forth under Section 22 General Terms for Delivery Service for Rate Schedules DS, LFD, XD, and IS.

TERMS AND CONDITIONS

Customers shall elect a specific level of no-notice service under this Rate. Such election shall be made through the specification of a No-Notice Allowance ("NNA"), in MCF per day, of an amount no less than by 10.0% (former South Rate District) and 2.5% (former North and Central Rate Districts) and no greater than 100% of Customer's Daily Firm Requirement, Maximum Daily Quantity or otherwise specified daily contract limit. After November 1, 2020, the minimum election of NNA in MCF per day shall be no less than 4.5% and no greater than 100% of Customer's Daily Firm Requirement, Maximum Daily Quantity or otherwise specified daily contract limit. The elected NNA shall be effective for a fixed period equal to the lesser of one year or the remaining balance of the Customer's service agreement or, a lesser time period mutually agreeable to both the Customer and the Company. In no instance shall a NNA be effective for a period of less than one month. Rate NNS service elections in excess of 10.0% (former South Rate District) and 2.5% (former North & Central Rate Districts), or after November 1, 2020, 4.5%, are interruptible.

No-notice service shall be provided under this Rate whereby the Company shall forward or bank no-notice supplies to the Customer on a daily basis in such amounts necessary to balance the Customer's daily deliveries with the Customer's daily consumption. Forwarded amounts shall be limited in amount by the lesser of the sum of the Customer's daily nomination plus elected NNA or, the Customer's DFR, MDQ or otherwise specified contract limit except as allowed. Banked amounts shall be limited to an amount no greater than the Customer's NNA election.

Customer electing an NNA shall be billed for no-notice service according to that specific level of service.

Volumes in excess of the daily limits shall be subject to Daily Excess Imbalance Charges as set forth in Section 22.4 General Terms For Delivery Service for Rate Schedules DS, LFD, XD and IS on all such excess quantities, in addition to the charges specified in the Customer's Delivery Service Schedule.

RATE NNS - ContinuedNO-NOTICE SERVICEEXCESS REQUIREMENT OPTION

The Excess Requirement Option is available on an interruptible basis to any delivery service Customer served under Rates XD, LFD. This Option shall extend the no-notice provisions of Rate NNS, on solely a best efforts basis, during periods where Customer's daily requirements exceed transportation contract service limits.

Customer must nominate a Daily Excess Requirement ("DER") under this Option in an amount no less than 5 Mcf per day and no greater than 25% of Customer's DFR or otherwise specified contract limit. On days where service under the Excess Requirement Option is required, Customer will have the right, subject to the terms and conditions set forth herein, to take gas in excess of Customer's DFR or otherwise specified contract limit provided such excess is no greater than the nominated DER amount.

Service taken in excess of the sum of Customer's DFR and DER on any day shall be considered Excess Take or Unauthorized Overrun as determined by Customer's Delivery Service Schedule and service agreement.

Unauthorized gas forwarded or returned to the Company by the Customer shall be considered imbalance gas and shall be subject to either the balancing provisions set forth under Section 22.2 of General Terms for Delivery Service for Rate Schedules DS, LFD, XD and IS or the Customer's otherwise applicable transportation balancing service.

MONTHLY RATE TABLE (Basic NNS Service)

\$0.0244 per Mcf

or, if applicable \$0.4880 per Mcf per day of elected NNA

plus

MONTHLY RATE TABLE (Excess Requirement Option)

\$4.50 per Mcf per day of elected DER.

RATE MBSMONTHLY BALANCING SERVICEAVAILABILITY

This Rate is available upon request to any Customer served on Rate DS, LFD, XD or IS who, after review and acceptance of such request by Company, has entered into a Service Agreement with Company for service under Rate MBS. The term of the Service Agreement shall be concurrent with that of the Customer's underlying Rate Schedule.

Service under Rate MBS is available for inadvertent fluctuations only, limited to an amount not to exceed 10% of the customer's total scheduled deliveries for the month, and is not available to speculate as to fuel prices or otherwise to permit imbalances which reasonably could have been avoided. Service under Rate MBS is subject to the terms set forth in Section 22 General Terms For Delivery Service for Rate Schedules DS, LFD, XD, and IS.

Rate MBS is available as a monthly banking service for Customer transportation deliveries. Service under Rate MBS allows Customer transportation imbalances (metered volumes less total scheduled nominations) which are within 10% of Customer's total scheduled nominations for the month to be carried forward in the Customer's MBS Account ("Balance Account") for redelivery of excesses or receipt of shortfalls in subsequent months.

TERMS AND CONDITIONS

**Balance Account Operation.** To the extent Customer's total deliveries exceed Customer's total consumption at the end of a Billing Month, the excess volumes shall be added to the Customer's Balance Account. To the extent Customer's total consumption exceeds Customer's total deliveries at the end of a Billing Month, the shortfall volumes shall be subtracted from the Customer's Balance Account.

**Balance Account Limits.** At no time, as calculated at the end of a Billing Month, shall a Customer exceed a Balance Account excess or shortfall balance greater than 10% of the Customer's total scheduled deliveries for the month, as determined by the Company in its sole discretion. Any such imbalance on the Customer's Balance Account shall result in an immediate zeroing of the Balance Account balance. Effective November 1, 2020, any such imbalance over 10% (excess or shortfall) shall be subject to the Cash-in/Cash-out pricing set forth in Section 22A.2 for monthly imbalance volumes in excess of 5%, with the remaining imbalance volumes to be carried over into the calculation of the Customer's imbalance volumes for the following month.

The Company, in its sole discretion, may zero out the Customer's Balance Account at the end of any Billing Month by purchasing or selling such net imbalance volumes in the Customer's Balance Account at the prevailing month's Cash-In/Cash-Out pricing at set forth in Section 22.2, provided such zero out may occur only if necessitated by operational needs of the Company or as a result of a requirement of an applicable interstate pipeline.

RATE MBS - ContinuedMONTHLY BALANCING SERVICEMONTHLY RATE TABLE

## Monthly Transportation Volume

Rate DS/IS	\$0.0190/Mcf x Monthly Billed Volumes
Rate LFD	\$0.0110/Mcf x Monthly Billed Volumes
Rate XD	\$0.0113/Mcf x Monthly Billed Volumes

The Company will update the average monthly imbalance utilized in the development of Rate MBS charges annually with the actual average monthly imbalance for the 12-month period ending September to determine the new Rate MBS charges effective December 1 each year. The Company shall include the new Rate MBS charges as part of its annual PGC compliance filing.

RATE LFDLARGE FIRM DELIVERY SERVICEAVAILABILITY

This Rate applies in the entire territory served by the Company. It is available to any Customer who executes a Service Agreement with the Company for an on system Daily Firm Requirement (DFR), as agreed to by Customer and Company in said agreement, for not less than fifty (50) MCF of gas per day of firm service. Volumes delivered under this Rate shall be metered separately from service under any of the Company's other rates, except as provided for in Rates IS, NNS, and MBS. In lieu of separate metering, the Company may accept contractual commitments specifying minimum volumes of service under Rate LFD.

Service will be provided by the Company where the Customer provides suitable gas delivered to a Company authorized receipt point, as determined by the Company in its sole discretion, provided Company has available on-system and/or pipeline capacity available in such quantities to meet Customer requirements. The Company shall be under no obligation to maintain on-system facilities required for service beyond the term of an executed service agreement.

Unless otherwise agreed by the Customer and Company, the Customer must enter into a Service Agreement for a minimum term of two (2) years. The Service Agreement shall continue in force for consecutive two (2) year periods unless cancelled by Customer upon one (1) year written notice to the Company prior to the expiration of the then current Service Agreement term. The Customer shall remain liable for minimum bill requirements for the length of the Service Agreement under this Rate, including applicable penalties, in the event the Customer defaults on its Service Agreement before the end of its term.

Firm Delivery Service shall be provided for all volumes provided by the Customer for which the Company has available delivery capacity, subject to the curtailment provisions of the Company's Tariff, applicable rules and regulations of the PUC and any other governmental mandates.

Gas service in excess of volumes delivered by the Customer shall only be provided in accordance with applicable balancing provisions or in accordance with optionally elected and approved balancing or standby services.

The DFR shall be the Company's contracted maximum firm delivery obligation to the Customer on any day and shall be no less than fifty (50) MCF. Service in excess of the DFR is interruptible in accordance with the terms of Rate IS.

Service under Rate LFD is subject to the terms set forth under Section 22 - General Terms for Delivery Service for Rate Schedules DS, LFD, XD, and IS.

RATE LFD - ContinuedLARGE FIRM DELIVERY SERVICEMONTHLY RATE TABLE

The charge for each monthly billing period shall be the sum of the Customer Charge, the Demand Charge, the Distribution Charge and any Excess Take Charge as described below. The following are maximum rates.

Customer Charge: \$670.00

Plus

Maximum Demand Charge: \$5.0706/Mcf of Customer's elected DFR.

Plus

Maximum Distribution Charge: \$1.1380/Mcf (all volumes)

Plus

SURCHARGES and RIDERS

Rider A - State Tax Adjustment Surcharge

Rider C - Extended TCJA Temporary Surcharge

Rider G - Energy Efficiency and Conservation

Rider H - Technology and Economic Development

Rider I - Distribution System Improvement Charge

Rider J - Gas Delivery Enhancement Rider

RETAINAGE RATE

Company Use and Unaccounted For gas shall be retained in accordance with Section 22, General Terms for Delivery Service for Rate Schedules DS, LFD, XD, AND IS, paragraph 22.1(j).

PAYMENT

In accordance with Section 8 of this Tariff.

LATE PAYMENT CHARGE

Late Payment Charges shall be billed in accordance with Section 8, Billing and Payment, paragraph 8.7.

EXCESS TAKE CHARGE

Except as provided in the Company's *Nomination Procedure*, for authorized usage on any day in excess of the Daily Firm Requirement there will be a charge of \$6.00 per MCF in addition to the charges specified in the rate table.

RATE LFD - ContinuedLARGE FIRM DELIVERY SERVICEMINIMUM BILL

Monthly: The Minimum Monthly Bill shall be the Customer Charge, Demand Charge and Charge for Other Transportation.

Annual: The Minimum Annual Bill shall be based on the Customer maintaining a 0.50 annual load factor and shall be due and payable with the bill for the 12th month in the contract year. The Customer's actual load factor shall be determined by dividing the total volume of gas taken during the contract year (including volumes taken under the Retail and Standby Rider, the Cash-Out provisions of Section 22.2) by the sum of the Daily Firm Requirements for the contract year. If the actual load factor is less than 0.50, then, in addition to payment for actual usage, the Customer shall pay a Minimum Annual Bill charge equal to the product of: (1) the difference between 0.50 and the actual load factor, (2) the sum of the Customer's Daily Firm Requirements for the contract year, and (3) the average delivery charge paid by the Customer over the previous 12-month period, as calculated by the Company. If the Customer's actual load factor is greater than or equal to 0.50, no Minimum Annual Bill charge will be required.

CHARGE FOR OTHER TRANSPORTATION

If the Customer chooses to use the Company as agent in regard to transportation service by others, any costs calculated by or billed to the Company, with regard to such agency, shall be billed to the customer by the Company and may include an applicable administrative fee as agreed by the Customer and Company.

CHARGE FOR UNAUTHORIZED OVERRUN

Whenever it is necessary to restrict gas supplied under this Rate, the Company will provide due notice of such restriction. If a Customer, after having received due notice of restriction, shall take gas in excess of the amount made available by such notice, then the Customer shall be billed for such excess gas at the rate of Twenty-Seven Dollars and Fifty Cents (\$27.50) per MCF, or the charge be calculated in compliance with Section 22.4 Maximum Daily Excess Balancing Charge, whichever is greater, plus the charge specified in the monthly rate table. Customer shall indemnify Company from any claims by third parties resulting from Customer's unauthorized overrun.

SERVICE UNDER OTHER RATES

Volumes purchased under the Retail and Standby Rider or under the Cash-Out provisions of Section 22.2 or taken under Rate NNS shall be included for the purposes of determining Excess Take Charge and Unauthorized Overrun gas.

RATE XDEXTENDED LARGE FIRM DELIVERY SERVICEAVAILABILITY

This Rate applies in the entire territory served by the Company on request of a Customer which the Company determines, in its sole discretion, has a prospective gas volume usage of at least 200,000 MCF per year at the time of execution or renewal of a Service Agreement.

Service will be provided by the Company where the Customer provides suitable gas delivered to a Company authorized receipt point, as determined by the Company in its sole discretion, provided Company has available on-system and/or pipeline capacity available in such quantities to meet Customer's requirements. The Company shall be under no obligation to maintain facilities required for service beyond the term of an executed Service Agreement.

Unless otherwise agreed to by the Customer and the Company, the Customer must enter into a service agreement for a minimum term of three (3) years. For a Customer requesting firm service, the Service Agreement shall specify an initial Daily Firm Requirement (DFR). The Customer shall remain liable for minimum bill requirements for the length of the Service Agreement under this Rate, including applicable penalties, in the event the Customer defaults on its Service Agreement before the end of its term.

For Customers requesting firm service, Delivery Service shall be provided for all volumes provided by the Customer for which the Company has available delivery up to DFR, subject to the Section 21 - Gas Emergency Planning provisions of the Company's tariff, applicable rules and regulations of the PUC and any other governmental mandates.

Service in excess of volumes delivered by the Customer shall only be provided in accordance with applicable balancing provisions or in accordance with optionally elected and approved balancing or standby services.

The DFR shall be the Company's contracted maximum firm delivery obligation to the Customer on any day. Service in excess of the DFR is interruptible and will be provided under terms and conditions identical to those set forth under Rate Schedule IS.

Service under Rate XD is subject to the terms set forth under Section 22 - General Terms for Delivery Service for Rate Schedules DS, LFD, XD, and IS.

RATE XD -ContinuedEXTENDED LARGE FIRM DELIVERY SERVICEMONTHLY RATE TABLE

The charge for each monthly billing period shall be negotiable and shall be the sum of the Customer Charge, Distribution Charge, Demand Charge if applicable, and the Minimum Annual Bill as described below.

The following are maximum rates.

Customer Charge: Charge as determined by negotiation.

Plus

Maximum Demand Charge: Charge as determined by negotiation.

Plus

Maximum Average Delivery Charge: \$1.1380/Mcf

Plus

SURCHARGES and RIDERS

Rider C - Extended TCJA Temporary Surcharge

Rider I - Distribution System Improvement Charge

RETAINAGE RATE

Unless otherwise agreed between the Customer and the Company, Company Use and Unaccounted For gas shall be retained in accordance with Section 22, General Terms for Delivery Service for Rate Schedules DS, LFD, XD, and IS, paragraph 22.1(j)

MINIMUM BILL

Minimum Bill Volumes and terms shall be defined in the Service Agreement and determined by negotiation.

CHARGE FOR OTHER TRANSPORTATION

If the Customer chooses to use the Company as agent in regard to transportation service by others, any costs calculated by or billed to the Company, with regard to such agency, shall be billed to the Customer by the Company and may include an applicable administrative fee as agreed by the Customer and Company.

RATE XD - ContinuedEXTENDED LARGE FIRM DELIVERY SERVICECHARGE FOR UNAUTHORIZED OVERRUN

Whenever it is necessary to restrict gas supplied under this Rate, the Company will provide due notice of such restrictions. If a Customer, after having received due notice of a restriction, shall take gas in excess of the amount made available by such notice, then the Customer shall be billed for such excess gas at the rate of Twenty-Seven Dollars and Fifty Cents (\$27.50) per MCF, or the charge calculated in compliance with Section 22.4 Maximum Daily Excess Balancing, whichever is greater, plus the charge specified in the monthly rate table. Customer shall indemnify Company from any claims by third parties resulting from Customer's unauthorized overrun.

Volumes purchased under the Retail and Standby Rider or under the Cash-Out provisions of Section 22.2 or taken under Rate NNS shall be included for the purpose of determining Unauthorized Overrun gas.

PAYMENT

In accordance with Section 8 of this Tariff.

LATE PAYMENT CHARGE

Late Payment Charges shall be billed in accordance with Section 8, Billing and Payment, paragraph 8.7.

RATE R/SRETAIL AND STANDBY RIDERAVAILABILITY

Retail and Standby services are available under the Retail and Standby Rider to any Customer receiving service under Rate Schedules DS, LFD, XD and IS. Service shall be supplied only where the Company's facilities are suitable and available for the service desired. Service is subject to curtailment under Tariff Rule No. 21, Emergency Gas Planning.

Retail and Standby services under this schedule may be provided on a firm and/or interruptible basis. Subject to the Company's sole discretion, services shall be provided only if, and to the extent, sufficient Company and/or Customer provided capacity exists for the transportation of available gas supplies. Unless otherwise agreed by the Company and Customer, the Customer must enter into a service agreement for a minimum term of one (1) year with monthly payments for service taken.

The Company may provide capacity, supply or a bundled service, retail or standby, to the Customer under this rate schedule as per one or more of the following:  
For Customers having upstream capacity rights: Company shall provide, or stand ready to provide, gas supplies to the Customer in such amounts and at such delivery or receipt points as necessary to meet Customers' contract requirements, as specified on a daily, monthly, seasonal or annual basis.

For Customers providing, selling or forwarding gas supplies to the Company for redelivery to Customer: Company shall provide, or stand ready to provide, pipeline and/or system capacity to deliver such gas supplies to the Customer.

For Customers requiring bundled sales service: Company shall provide, or stand ready to provide, the necessary pipeline and/or system capacity, and gas supplies necessary to provide gas service to the Customer at the Customers' metered location.

Where applicable, Customer must nominate standby service requirements by specifying a Nominated Standby Requirement (NSR) in MCF and a Daily Standby Requirement (DSR) in MCF per day of amounts equal to the Customer's total and daily standby supply requirements. Unless otherwise agreed by the Company and Customer, the firm or interruptible DSR shall be equal to the NSR divided by the number of days in the standby period.

Customers served under firm Rate Schedules DS, LFD, XD and IS may take firm retail and/or standby service under this rate schedule in any amount up to their available Daily Firm Requirement (DFR) or otherwise specified contract limit. All other terms and conditions of service as specified in Customer's Rate Schedules DS, LFD and XD and/or contract shall continue to apply.

Capacity and/or supply utilization under this rate schedule shall be on an as available basis for customers requesting retail and/or standby services. Subject to the Company's sole discretion, other incrementally obtained capacity and/or supply shall be assigned according to a Customer request queue or otherwise specified auction procedure. When necessary, such request queue or auction procedure shall be established in accordance with the terms outlined in the Company's *Nomination Procedure*.

The Company, upon notice to the Customer, may specify minimum levels of retail and/or standby nominations required for service under this rate schedule.

RATE R/S - ContinuedRETAIL AND STANDBY RIDER

Service under Rate R/S is subject to the terms set forth in Section 22.2.

MONTHLY RATE TABLE

The charge for each Billing Month shall be the sum of the Customer Charge

Plus

The Capacity/Reservation Charge corresponding to the Customer's service election,

Plus

The Commodity Charge as shown below,

Plus

Administrative Service Fee: \$75 per month.

Capacity/Reservation Charge:

Firm Retail Option: The applicable market price for available upstream capacity, plus the applicable charge for available system capacity, less any capacity charges paid under the Customer's applicable Rate Schedule, but in no case less than zero.

Firm Standby Option: The applicable Firm Standby Reservation Charge per MCF of DSR and/or per MCF of NSR.

- a) The Firm Standby Reservation Charge shall be equal to the sum of the monthly contract demand rates charge by the Company's interstate pipeline suppliers divided by the sum of the daily contract demands.
- b) The Firm Standby Reservation Charge shall be subject to increase or decrease whenever any of the Company's interstate pipeline suppliers make changes in their contract demand rates. Any change in the Standby Rate shall become effective on the first day of the month following the date on which the change in pipeline contract demand rate becomes effective.
- c) The Firm Standby Reservation Charge revenues will be credited to the PGC.

Interruptible Standby Option: The applicable interruptible standby reservation charge per MCF of DSR and/or per MCF of NSR.

Plus

Commodity Charge: The distribution charge applicable under the Customer's Rate Schedule plus the applicable commodity cost, which shall be the identifiable additional cost of supply necessary to serve the Customer's usage, plus any applicable reservation cost of supply.

**RATE R/S - Continued**

**RETAIL AND STANDBY RIDER**

The minimum monthly bill under this rate schedule shall be the sum of the Customer and Capacity/Reservation Charges plus any commodity reservation costs per MCF of NSR.

SURCHARGES

Rider C - Extended TCJA Temporary Surcharge  
Rider I - Distribution System Improvement Charge

Any charges or penalties imposed by pipeline suppliers as a result of usage under this rider shall, at the Company's sole discretion, be allocated to Customers according to each Customer's contractual obligation or be assigned to the Customer responsible for the incurrence of the charges or penalties.

PAYMENT

In accordance with Section 8 of this Tariff.

LATE PAYMENT CHARGE

Late Payment Charges shall be billed in accordance with Section 8, Billing and Payment, paragraph 8.7.

RATE ISINTERRUPTIBLE SERVICEAVAILABILITY

This Rate applies in the entire territory served by the Company. It is available to any commercial or industrial Customer using gas for any purpose when Customer has executed a Service Agreement with a term of at least one (1) year for use of gas under the terms of this Tariff.

Service under this Rate shall only be provided when, in the Company's sole discretion, sufficient system capacity is available.

Unless otherwise agreed by both Customer and Company, service under Rate IS is available only to Customer loads with documented installed capability to consume an alternate fuel, and the Customer must enter into a Service Agreement for a minimum term of one (1) year with monthly payments for service taken. The Customer shall remain liable for minimum bill requirements for the length of the Service Agreement under this Rate, including applicable penalties, in the event the Customer defaults on its Service Agreement before the end of its term.

The Customer and Company agree that a Manual Interruptible (MI) Customer must demonstrate that they have the capability of consuming at least 5,000 MCF of gas during April through October ("Off Peak Period". For all Automatic Temperature Control ("ATC") Customers, the Customer shall install and operate equipment to transfer the fuel source of its interruptible equipment from natural gas to an alternate fuel at a predetermined temperature setting as determined annually by the Company.

The Company shall verify, prior to commencement of service for new Customers that the customer load being served qualifies under these provisions. The Company shall be permitted to inspect the facilities and piping at the premises of the Customer from time to time to confirm that the load being served so qualifies. The Company, at its discretion, may require such separate metering and piping and elimination of any cross-connection to non-qualifying end use equipment as may be necessary to enforce these provisions and to ensure the interruption of service hereunder during periods of restricted service. It is the Customer's responsibility to ensure qualifying alternate fuel capability is maintained in good working order as Company shall maintain no obligation for service during periods of interruption. If the Customer fails to meet any of the applicable conditions listed below, as determined by the Company in its sole discretion, the Company may discontinue service or transfer the Customer to the otherwise applicable firm or standby rate schedule, provided sufficient on-system capacity is available:

- 1) ability to maintain qualified alternate fuel facilities
- 2) 24-hour notification capability
- 3) maintain operable ATC equipment

Service will be provided by the Company where the Customer provides suitable gas delivered to a Company authorized contract receipt point, as determined by the Company in its sole discretion and only when in the opinion of the Company there are sufficient facilities and gas supply. The Company maintains sole discretion to determine the appropriate allocation of gas to Customers.

RATE IS - ContinuedINTERRUPTIBLE SERVICE

Gas service in excess of volumes delivered by the Customer shall be provided only in accordance with applicable balancing provisions or in accordance with optionally elected and approved balancing or standby services.

INTERRUPTION NOTIFICATION

MI Customers agree to maintain a twenty-four hour capability to receive notification of interruptions by the Company. When notified by the Company, the MI customer must discontinue use of natural gas for the Rate IS account until notification of Company to resume use of natural gas under Rate IS. Except in an emergency circumstance, the Company will provide reasonable notice of any interruption at least two hours prior, or upon written request of the Customer, if agreed by Company, of up to six hours.

ATC Customers agree to maintain equipment required to automatically switch fuels from natural gas to Customer's alternate fuel and from alternate fuel back to natural gas based on outside temperatures, as determined solely by the Company and noticed annually to the Customer. The ATC equipment shall meet specifications as provided by the Company and shall be in working order at all times from November through March of each year.

The Company reserves the right to periodically verify MI and ATC Customer's alternate fuel as well as to verify the proper operation of ATC equipment.

MONTHLY RATE TABLE

Customer Charge: Charge as negotiated between the Customer and the Company.

Plus,

Distribution Charge:

Charge as negotiated between the Customer and Company based upon the alternate fuels that the Customer has the economic capability of consuming, inclusive of related business factors.

MINIMUM ANNUAL BILL

For ATC Customers: Shall be as negotiated by the Customer and Company, but shall be no less than the product of five hundred (500) MCF times the distribution rate in effect on the first day of the Service Agreement or subsequent anniversary date if renewed Service Agreement.

For MI Customers: Shall be as negotiated by the Customer and Company, but shall be no less than five thousand (5,000) MCF of natural gas in Off Peak Period times the distribution rate in effect on the first day of the Service Agreement or subsequent anniversary date if renewed Service Agreement.

RATE IS - ContinuedINTERRUPTIBLE SERVICE

Unless the Company otherwise agrees, the Minimum Annual Bill shall be calculated at the end of any Service Agreement period, anniversary, or termination of service in accordance with terms of the Service Agreement. Volumes of natural gas taken under Standby Service during the Service Agreement period shall be credited to the Minimum Annual Bill volumes.

SURCHARGES and RIDERS

Rider C - Extended TCJA Temporary Surcharge  
Rider I - Distribution System Improvement Charge

PAYMENT

In accordance with Section 8 of this Tariff.

LATE PAYMENT CHARGE

Late Payment Charges shall be billed in accordance with Section 8, Billing and Payment, paragraph 8.7.

CHARGE FOR UNAUTHORIZED OVERRUN

Whenever it is necessary to restrict gas supplied under this Rate, the Company will provide due notice of such restriction. If a Customer, after having received due notice of restriction, shall take gas in excess of the amount made available by such notice, then Customer shall be billed for such excess gas at the rate of Fifty Dollars (\$50.00) per MCF, or the charge calculated in compliance with Section 22.4 Maximum Daily Excess Balancing Charge, whichever is greater, plus the charge specified in the monthly rate table. Customer shall indemnify Company from any claims by third parties resulting from Customer's unauthorized overrun.

Gas delivered under the Rate IS or purchased under the Cash-Out provisions of Section 22.2 or the Retail and Standby Rider or taken under Rate NNS shall be included in the determination of Unauthorized Overrun gas.

RETAINAGE RATE

Company Use and Unaccounted For gas shall be retained in accordance with Section 22, General Terms for Delivery Service for Rate Schedules DS, LFD, XD, AND IS, paragraph 22.1(j).

UGI UTILITIES, INC. - GAS DIVISION

GAS CHOICE SUPPLIER TARIFF NO. 7S

Rates and Rules  
Governing the  
Furnishing of  
Gas Aggregation Service

Issued:

Effective for service rendered on and  
after

Issued By:

Paul J. Szykman  
Chief Regulatory Officer  
1 UGI Drive  
Denver, PA 17517

<http://www.ugi.com/tariffs>

**RULES AND REGULATIONS****1. THE CHOICE SUPPLIER TARIFF**

- 1.1 Filing and Inspection. A copy of this Choice Supplier Tariff (Sections 1 - 11) (hereinafter "Supplier Tariff"), which includes the Charges and Rules and Regulations under which the Company will supply Aggregation Service to Company approved Natural Gas Suppliers (Choice Suppliers) serving customers under Rate Schedules RT and NT, is on file with the Pennsylvania Public Utility Commission and is available on the Company's website <http://www.ugi.com>.
- 1.2 Application. The provisions of the Supplier Tariff apply to all Choice Suppliers serving customers under Rate Schedules RT and NT.
- 1.3 Statement by Agents. No representative has authority to modify a Supplier Tariff rule or provision, or to bind the Company by any contrary promise or representation.
- 1.4 Rules and Regulations. The Rules and Regulations, as part of this Supplier Tariff, are a part of every Aggregation Agreement entered into by the Company pursuant to this Supplier.
- 1.5 Purpose of Tariff. This Supplier Tariff sets forth the basic requirements for interactions and coordination between the Company in its role as a Natural Gas Distribution Company (NGDC) and Choice Suppliers, and includes rules necessary for maintaining the delivery of gas to customers served under Rate Schedules RT and NT.

RULES AND REGULATIONS**2. CHOICE SUPPLIER QUALIFICATION**

- 2.1 Service under this Tariff is contingent upon the Choice Supplier completing the Company's Choice Supplier Application Form to Serve Choice Customers (Application) and Company's approval of such Application. Choice Supplier shall include with its returned Application, payment of a non-refundable Enrollment Fee of five hundred dollars (\$500). In the event the Choice Supplier submits an incomplete application, the Company shall provide written notice to the Choice Supplier of the Application's deficiencies. An incomplete Application will not be processed by the Company until it is fully completed by the Choice Supplier and received by the Company. Failure to submit a fully completed Application within thirty (30) calendar days following notice that the Application was incomplete will result in a rejection of the Application.
- 2.2 Choice Supplier must meet all pipeline credit standards and prove it is qualified by the pipeline to receive an assignment, release or transfer of pipeline capacity.
- 2.3 Processing of Application. The Company shall promptly process each Application and notify the Choice Supplier of the results of Company's review of such Application. If the Company rejects an application, the Company will provide a reason.
- 2.4 Approval of Application. Upon approval of Choice Supplier's Application, Company shall execute the duplicate originals of the Aggregation Agreement tendered by the Choice Supplier and return one copy to the Choice Supplier.
- 2.5 Supplemental Evaluations. Company may require additional periodic credit evaluations to ensure ongoing financial fitness as set forth in Section 8 of this Tariff. The Choice Supplier will be assessed a \$250 fee for all credit evaluations performed by Company. The evaluation will be based on standard credit factors such as previous Choice Supplier's customer service record, Dun & Bradstreet or similar financial and credit ratings, trade references, bank information, unused line of credit, and financial information. Company shall have sole discretion to determine creditworthiness based on the above criteria, but will not deny creditworthiness without reasonable cause.
- 2.6 A qualified Choice Supplier may opt to participate in the Purchase of Receivables ("POR") program offered by the Company by entering into a Purchase of Receivables Agreement. Upon approval of a Purchase of Receivables Agreement, the Company shall execute the duplicate originals of the Purchase of Receivables Agreement tendered by the Choice Supplier and return one copy to the Choice Supplier. A copy of the POR Agreement may be found on the Company's Energy Management website.

**RULES AND REGULATIONS**

**3. CUSTOMER LIST**

- 3.1 Customer Choice List. Company will maintain a list of Rate R, RT, N, and NT customers that have authorized the release of their information in a secure portion of a Web Site accessible to Choice suppliers in compliance with the requirements of Rule 3.2. When authorized by the customer, this list shall also include account number, address, rate code and / or historical usage.
- 3.2 Customer List Confidentiality. Such list shall only be accessible by Choice Suppliers that have executed a Confidentiality Agreement and are otherwise qualified to serve Rate RT and NT customers under this Tariff.

RULES AND REGULATIONS**4. CHOICE SUPPLIER OBLIGATIONS**

- 4.1 Unless otherwise authorized by Company, Choice Suppliers must comply with the provisions of Section 7 of the Choice Supplier Tariff.
- 4.2 A Choice Supplier must provide and maintain a bond or other financial guarantee in a form and amount as set forth in Section 8 that is acceptable to Company and/or other PUC-approved Supplier of Last Resort.
- 4.3 A Choice Supplier must acquire or agree to acquire an adequate supply of natural gas to serve Choice Supplier's Aggregation 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 highest Predetermined Allocation ranking.
- 4.4 A Choice Supplier must enter into an Aggregation Agreement to serve Choice customers under Rate Schedules RT and NT.
- 4.5 A Choice Supplier must comply with Company system reliability requirements, including Daily Flow Directives (DFDs), Operational Flow Orders (OFOs), and notice requirements.
- 4.6 A Choice Supplier must comply with applicable communications standards, including approved internet based Electronic Data Interchange (EDI) procedures.
- 4.7 A Choice Supplier must cooperate with Company in the preparation of an annual reliability plan presented to the PUC.
- 4.8 A Choice Supplier must acquire and maintain a PUC license.
- 4.9 A Choice Supplier (including their nominating agents, if applicable) who nominates gas for delivery to the Company's system must have and maintain Internet access. The Choice Supplier shall also provide Company with a valid email address and 24-hour contact information.
- 4.10 The Company's provision of Aggregation Service is contingent upon the Choice Supplier paying all amounts billed to it by the Company in a timely manner.
- 4.11 Failure to comply with all Choice Supplier Obligations will result in the Company disqualifying the Choice Supplier from serving customers under Rate Schedules RT and NT. In the event the Company disqualifies a Choice Supplier, the Choice Supplier may appeal the disqualification to the PUC. If the PUC does not reverse the disqualification within 45 days, the Choice Supplier will be disqualified at the end of the 45-day period and its customers will be returned to sales service or switched to another Choice Supplier. Any Company disqualification will be on a non-discriminatory basis.

RULES AND REGULATIONS**4. CHOICE SUPPLIER OBLIGATIONS**

- 4.12 If a Choice Supplier elects to participate in the Company's POR Program, the Choice Supplier must enter into a POR Agreement for the rate classes that it serves that will be included in the POR. The elected Rate Classes shall be one of the following: (1) RT only, (2) NT only, or (3) RT and NT. All receivables associated with basic natural gas supply services in the specific rate class, subject to the rate class elections made above, must be sold by the participating Supplier to the Utility. For the purposes of this provision, the phrase "basic natural gas supply services" shall include charges directly related to the physical delivery of natural gas to a retail customer but shall not include charges for "carbon-neutral" products, appliance maintenance service, energy efficiency services, termination or cancellation fees, security deposits or other products or services not directly related to the physical delivery of natural gas to a retail customers. Customer accounts that are billed for non-basic natural gas supply services will not be eligible for UGI's POR program. All of the NGS' customer accounts within the elected Rate Classes (subject to the volumetric limits contained in section 5.4) must be POR eligible accounts, with the exception of customers that purchase carbon-neutral products. NGSs may choose to use UGI consolidated billing for Non-POR eligible customers who are purchasing bundled "carbon-neutral" product offerings. The termination and reconnection provisions of Chapters 14 and 56 of the Public Utility Code and PUC regulations shall not be applicable to unpaid NGS charges for non-POR eligible accounts on consolidated billing. NGSs will be responsible for collecting unpaid NGS charges on non-POR eligible accounts on consolidated billing. UGI shall support rate-ready billing, and all NGS rates must conform to supported rate designs. For Purchased Customer Accounts, Company shall pay Choice Supplier an amount equal to 97.78% for residential amounts billed (inclusive of associated sales taxes) and 99.62% of non-residential amounts billed (also inclusive of taxes). Customer participation for NT shall be subject to Volumetric Eligibility pursuant to Section 5.4.
- 4.13 All existing customers of Choice Suppliers who elect to participate in the Company's optional Purchase of Receivables program shall be provided notice by the Choice Supplier and Company that (a) the Company will be providing one bill for all Company and Choice Supplier charges, (b) all payments should be made to the Company, (c) any unpaid amounts shall be subject to late payment charges, (d) the Company may request a security deposit for amounts which include Choice Supplier charges and (e) the Company maintains the right to terminate service for any unpaid Company or Choice Supplier charges, pursuant to Pennsylvania Public Utility Code regulations.

All new customers enrolling with Choice Suppliers who are participating in Company's optional Purchase of Receivables program shall be provided notice by the Choice Supplier prior to enrollment, and by Company upon enrollment, that (a) the Company will be providing one bill for all Company and Choice Supplier charges, (b) all payments should be made to the Company, (c) any unpaid amounts shall be subject to late payment charges, (d) the Company may request a security deposit for amounts which include Choice Supplier charges and (e) the Company maintains the right to terminate service for any unpaid Company or Choice Supplier charges, pursuant to Pennsylvania Public Utility Code regulations.

**RULES AND REGULATIONS****5. OPERATIONAL REQUIREMENTS**

- 5.1 Daily Delivery Requirements. The Company will communicate to each Choice Supplier a Daily Delivery Requirement (DDR). The DDR will be the required amount of gas to be delivered for the indicated date for each Choice Supplier's pool of customers served under Rate Schedules RT and NT, and may specify the required points of delivery. The DDR includes a volume of gas that the Company will retain for Company use gas, and lost and unaccounted for gas, equal to 1.0% of total volume of gas delivered into its system for the Customer's account. Choice Suppliers who fail to deliver their DDR will be subject to penalties and imbalance charges as outlined in Rate AG.
- 5.2 Daily Flow Directive. An order issued by the Company to address system management issues including actions necessary to comply with statutory directives and obligations. DFDs will be communicated to affected Customers or NGSs via e-mail if the Customer or NGSs prefer to receive notice in this manner and provide a valid e-mail address, or if no such preference is expressed, either electronically, by telephone, through the use of the media or by an alternate mutually agreed upon method between the Company and the Customer or NGS. DFD notices shall include an explanation of the cause of the DFD. Customers and NGSs must provide the Company with a 24-hour contact for DFDs. Failure to comply with a DFD may result in the Customer or NGS being assessed the penalty charge set forth in Section 22.4 of the Company's Gas Service Tariff.
- 5.3 Operational Flow Orders. A directive issued by the Company that is reasonably necessary to alleviate conditions that threaten the operational integrity of the Company's system, including actions necessary to comply with statutory directives and obligations OFOs will be communicated as soon as reasonably practical to affected Customers or NGSs via e-mail if the Customer or NGSs prefer to receive notice in this manner and provide a valid e-mail address, or if no such preference is expressed, either electronically, by telephone, through the use of the media or by an alternate mutually agreed upon method between the Company and the Customer or NGS. OFO notices shall include an explanation of the cause of the DFD. Customers and NGSs must provide the Company with a 24-hour contact for OFOs. Failure to comply with an OFO may result in the Customer or NGS being assessed the penalty charge set forth in Section 22.4 of the Company's Gas Service Tariff.
- 5.4 POR Volumetric Eligibility Requirements for Rate NT. All Rate NT Customers with annual usage of 1,000 Mcf or less will be eligible for inclusion into a POR program.
- 5.5 The expanded POR program for former UGI Central Rate District and former UGI North Rate District customers will be supported by the Company on and after September 1, 2019.

**RULES AND REGULATIONS****6. BILLING AND PAYMENT**

- 6.1 Billing Period. On or before the 15<sup>th</sup> of a month, Company shall send each Choice Supplier an invoice reflecting all charges incurred by the Choice Supplier for the prior calendar month activities. Such invoice may include charges related to adjustments for prior periods.
- 6.2 Payment. Payments will be due 10 days following issuance of the invoice. Choice Supplier shall make payment to the Company of such invoiced amount by wire transfer to the bank and account specified on the invoice. If the invoiced amount is less than \$1,000, payment can be made by check, payable to the Company. Unpaid balances shall accrue interest at the rate of 1.5 percent per month. Unpaid balances may result in the Company accessing the financial security posted by the Choice Supplier and / or the Choice Supplier being disqualified from providing Aggregation Service.
- 6.3 Billing Dispute. If Choice Supplier asserts a good faith billing dispute, the Choice Supplier shall inform the Company in writing of such dispute and pay the undisputed amount. The disputed amount shall accrue interest at the effective prime rate of interest as published under "Money Rates" by "The Wall Street Journal", or the maximum contract rate permitted by law, whichever is less. The Choice Supplier and the Company shall endeavor to resolve any disputes promptly and the amount determined to be properly invoiced, plus accrued interest on such amount shall be paid to the Company within fifteen (15) days following such resolution. Unpaid amounts not subject to dispute shall accrue interest at the rate specified in 6.2.
- 6.4 Licensed Supplier Budget Billing. The Company will bill all budget billing amounts calculated and provided by the Licensed Supplier. The Company will not determine a Licensed Supplier's budget bill charge unless the account is being billed under the POR program.

**RULES AND REGULATIONS****7. NOMINATION PROCEDURE**

- 7.1 Customer Choice Nomination Procedure. The Nomination Procedure specifies requirements for nominating, scheduling, balancing, and communicating information relating to Choice Supplier's gas deliveries for customers served under Rates RT and NT.
- 7.2 Contact Persons. A list of Company contact persons will be posted on the Company's Web Site, located at <http://gasmgmt.ugi.com/>, or its successor, along with their department affiliation, email address, and telephone number.
- 7.3 Mandatory Assignment. As used in this tariff the term "Firm Commodity Supply Alternative" shall mean a Company purchase of natural gas, delivered directly to its distribution system or at points along Company pipeline capacity routes (Commodity Delivery Points), constituting a component of Company's PGC supply portfolio and an alternative to pipeline capacity contracts upstream of the Commodity Delivery Points or other firm sources of PGC supply. Firm Commodity Supply Alternative contractual arrangements may require the payment of demand charges or minimum take requirements. Except as provided below, Choice supplier shall be required to accept releases of Company pipeline capacity combined with bundled city gate sales and, as applicable, peaking sales of gas from Company and sales of gas associated with Firm Commodity Supply Alternative arrangements, in accordance with the following assignments:

A monthly release of interstate pipeline capacity or allocation of Firm Commodity Supply Alternative in an amount equal to forty-five percent (45%) of the Peak Day Delivery Requirement ("PDDR") of the Choice Customers served by the Choice Supplier during the month shall be released or allocated at a price equal to the projected weighted average demand cost of all PGC capacity, storage, peaking and Firm Commodity Supply Alternative assets, divided by .45. Effective November 1, 2020, to the extent the full Firm Commodity Supply Alternative is not fully nominated by Choice Supplier to satisfy its DDR, the remaining daily quantity may be nominated to a non-Choice transportation customer or pool of non-Choice transportation customers.

The Company shall also provide Choice Suppliers with a must-take Monthly Bundled Sale Quantity ("MBSQ") during each winter month of November through March, and the Choice Supplier would be permitted to nominate and purchase gas at the Company's city gates throughout each winter month, subject to the Maximum Daily Quantity ("MDQ") limits, up to the MBSQ. The MDQ equals twenty-two percent (22%) of the PDDR of the Choice Customers served by the Choice Supplier during the month multiplied by the percentage shown on the Company's Energy Management website under the heading Maximum Daily Bundled Sale Percentages. The minimum daily quantity is zero. Choice Suppliers are required to nominate to the Company a daily quantity for bundled sales no later than 2:00 P.M. Eastern Prevailing Time on each Intercontinental Exchange ("ICE") trading day for deliveries applicable to the ICE flow dates. If no nomination is received, the nomination quantity would default to zero. The Company reserves the right to issue Operational Flow Orders ("OFO") that can modify the daily bundled sale MDQ or require certain levels of deliveries from the released firm transportation contracts. These OFOs would be issued for operational reasons only. MBSQs would be based on the Company's storage withdrawal plan, to be updated annually, and communicated as a percentage of each Choice Supplier's pre-month normalized delivery requirements, which will be shown on the Company's Energy Management website under the heading Must-Take Monthly Bundled Sale Percentages.

RULES AND REGULATIONS

## 7. NOMINATION PROCEDURE - CONTINUED

If the full MBSQ is not nominated and purchased by the end of each such winter month, the shortfall ("Bundled Sale Cash-In quantity") would be purchased by the PGC ("Bundled Sale Cash-In amount") as follows:

- a. The DDR Variation Percentage is the sum of the actual DDRs experienced by a Choice Supplier divided by the sum of the pre-month average DDRs that was used to calculate the MBSQ, converted to a percentage. For any month where the DDR Variation Percentage is greater than ninety percent (90%), the Bundled Sale Cash-In amount would equal (1) the product of (a) 0.90 times the lowest absolute low for the Texas Eastern, M-2 receipts index price as published in Platts' Gas Daily for the applicable month of flow minus (b) the summer index price used for bundled sales (the "Bundled Sale Cash-In index") times (2) the Bundled Sale Cash-In quantity. If the resulting amount is positive, it would be credited to the Choice Supplier, or if negative, would be billed to the Choice Supplier.
- b. In recognition of the effects of extreme warm weather conditions, shortfall amounts would be purchased as follows under such conditions:
  - i. For any month where (a) the DDR Variation Percentage is less than or equal to ninety percent (90%) and (b) the Bundled Sale Cash-In quantity is less than or equal to the MBSQ minus the product of the DDR Variation Percentage times the MBSQ, then the Bundled Sale Cash-In amount would equal (1) the First of the Month Price called "Columbia Gas Transmission Corp., Appalachia" as published in Platts' Gas Daily Price Guide ("Inside FERC") for the month subsequent to the applicable month in which the Bundled Sale Cash-In quantity was created minus the summer index price used for bundled sales (the "Alternate Bundled Sale Cash-In Index") times (2) the Bundled Sale Cash-In quantity. If the resulting amount is positive, it would be credited to the Choice Supplier, or if negative, would be billed to the Choice Supplier.
  - ii. For any month where (a) the DDR Variation Percentage is less than or equal to ninety percent (90%) and (b) the Bundled Sale Cash-In quantity is greater than the MBSQ minus the product of the DDR Variation Percentage times the MBSQ, then the Bundled Sale Cash-In amount would equal (1) the Alternate Bundled Sale Cash-In Index, as defined in Section 7.3.b.i, times the DDR Variation Percentage times the MBSQ plus (2) the Bundled Sale Cash-In Index, as defined in Section 7.3.a, times the difference of the Bundled Sale Cash-In quantity minus the product of the DDR Variation Percentage times the MBSQ. If the resulting amount is positive, it would be credited to the Choice Supplier, or if negative, would be billed to the Choice Supplier.

RULES AND REGULATIONS

## 7. NOMINATION PROCEDURE - CONTINUED

In addition to the bundled sales described above, Choice Suppliers shall be required to purchase from Company a separate bundled sale on peak days ("Peaking Sale") equal to an amount up to thirty-three percent (33%) of the PDDR of the Choice Customers served by the Choice Supplier during the month. The Peaking Sale would be made on winter days when the Choice Supplier's DDR exceeds the sum of the released firm capacity and the MDQ associated with the bundled sale. The Peaking Sale quantity would be the difference of the Choice Supplier's DDR minus the sum of the released firm capacity and the MDQ associated with the bundled sale. The Peaking Sale price would be based on the commodity cost of the Company's peaking services. If weather conditions cause the Choice Supplier's DDR to exceed the Choice Supplier's PDDR, the Choice Supplier would be responsible for arranging for supplies to meet the additional delivery requirements for its Choice Customers.

Also in addition to the bundled sales described above, to the extent Company's design cold PGC supply portfolio includes Firm Commodity Supply Alternative contractual arrangements containing minimum take requirements, Choice Supplier shall also be required to make monthly purchases of natural gas from Company in an amount and at the commodity price Company would have been required to pay under the Firm Commodity Supply Alternative contractual arrangements had the Choice Customers projected to be served by the Choice Supplier during the month received PGC service. To the extent Company's design cold PGC supply portfolio includes Firm Commodity Supply Alternative contractual arrangements not containing minimum take requirements, Choice Supplier may elect on a month-to-month basis to make monthly bundled city gate purchases of natural gas from Company in an amount and at the commodity price Company would have been required to pay had the Choice Customers projected to be served by the Choice Supplier during the month received PGC service, provided, however, that nothing in this section shall preclude the Company from issuing OFOs requiring additional purchases of natural gas in accordance with the provisions of Section 5.3 of this tariff.

- 7.4 Capacity Recall. All capacity assigned, released or transferred by Company is subject to recall, or in the event:
- a. A Choice Supplier is disqualified as an approved Choice Supplier on Company's system; or
  - b. The amount of capacity assigned, release or otherwise transferred is no longer required to serve the Choice Supplier's Pool; or
  - c. The Choice Supplier fails to comply with Section 4 of this tariff (Supplier Obligations) and the capacity is required by the Company or PUC approved Supplier of Last Resort to meet its firm commitments; or
  - d. The capacity is needed to protect the Company's gas distribution system integrity or meet the Company's public utility obligations.

RULES AND REGULATIONS**7. NOMINATION PROCEDURE - CONTINUED**

- 7.5 Agents. A Choice Supplier may have one or more agents who perform one or more supply obligations under this Supplier Tariff. In the event such an agent or agents are utilized, Choice Supplier shall notify Company of the responsibilities of the Agent, and shall provide Company with the Agent's valid e-mail address, 24-hour contact, and phone number for contact purpose. Choice Suppliers using Agents shall remain liable for all charges and penalties.
- 7.6 Determination of Capacity Assignment Quantities. Assignments, releases or transfers of upstream pipeline firm transportation capacity made pursuant to Section 7.3 shall be made on the basis of and in accordance with the supply portfolio held by Company at the time of assignment and the composition of the Choice Supplier's Pool. Each month the Company will evaluate and adjust the capacity releases quantity made to the Choice Supplier from time to time, as required.
- 7.7 City Gate Receipt Points. For nomination purposes, all transportation volumes received on behalf of customers served under Rates RT and NT shall be nominated to the Company's City Gate receipt points. Company reserves the right to specify delivery receipt points.
- 7.8 Daily Nominations. Choice Suppliers serving Rate RT and NT customers shall submit daily nominations equal to the DDR, consistent with the Company's requirements.
- 7.9 Third Party Supply Nominations - Customer Consent. All Company Choice Customers must provide consent to any Choice Supplier nominating on their behalf. Enrollments by Choice Suppliers are deemed to constitute that the customer has provided such consent. For transportation customers served under Rates RT and NT the Choice Supplier must maintain and produce upon request by Company evidence of customer consent within one business day notice.

RULES AND REGULATIONS**8. FINANCIAL SECURITY**

- 8.1 Financial Security. A Choice Supplier shall provide financial security to ensure that Company and/or other PUC-approved Supplier of Last Resort is able to receive, without undue delay, funds or other forms of remuneration sufficient to meet the financial consequences of a Choice Supplier's failure to perform its natural gas supply delivery service obligations hereunder. Company may also use such forms of financial security to satisfy in part or in whole a Choice Supplier's obligation to pay the penalties authorized by this Supplier Tariff. The amount and the form of the security, if not mutually agreed upon by the Company and the Choice Supplier, shall be based on the criteria established under 52 Pa. Code § 62.111(c) and as set forth in this Section 8.
- 8.2 Amount of Financial Security. A Choice Supplier seeking to be licensed to provide service on the Company's system shall be required to provide 1) a minimum surety level of \$50,000 or 2), if higher, the sum of the surety level requirements calculated on a customer basis equal to (i)\$60.00 per customer for residential customers; and ii)\$94.24/Dth times the Design Day Requirement (in Dth) for Choice Supplier's pool of non-residential customers. This security level shall be subject to adjustments as provided in Section 8.5. Provided, however, the Company reserves its right to file to change that methodology after the effective date of new rates established in the proceeding if the security levels prove inadequate.
- 8.3 Forms of Financial Security. For purposes of satisfying the amount of financial security determined under Section 8.2 hereof, the Choice Supplier shall provide financial security in one or more of the following manners, in a form reasonably acceptable to the Company and/or other PUC-approved Supplier of Last Resort, and shall reimburse Company for attorneys' fees and all related external costs incurred by Company in implementing and enforcing the form of financial security provided by Choice Supplier:
- (a) cash;
  - (b) performance bond;
  - (c) irrevocable letter of credit;
  - (d) guarantee from a third party;
  - (e) call options satisfying the requirements of Section 8.4 hereof;
  - (f) in the case of Choice Suppliers with annual operating revenues of less than \$1 million; real or personal property placed in escrow or other arrangement that would make the property readily available to Company in the event of the Choice Supplier's non-performance or entering into bankruptcy, provided that the Choice Supplier (i) provides a verified statement, certified by a third party report, showing that the Choice Supplier has clear title to the property and that the property has not been pledged as collateral, or otherwise encumbered in regard to any other legal or financial transaction; (ii) provides a current appraisal report of the market value of the property; and (iii) grant the Company, upon request, a security interest in such property in a form acceptable to Company;
  - (g) accounts receivable pledged or assigned to the Company pursuant to a Company PUC-approved POR program satisfying the requirements of Section 8.6 hereof;
- or

RULES AND REGULATIONS**8. FINANCIAL SECURITY - CONTINUED**

(h) another form of financial security mutually acceptable to Company and Choice Supplier.

8.4 Call Option Requirements. A Choice Supplier may meet some or all of its financial security obligations determined under Section 8.2 hereof by providing to Company or paying the Company to procure a Call Option for a volume equal to the monthly Design Day Requirements of the Choice Supplier's customers served under Rate Schedules RT and NT. Unless otherwise authorized by Company, the Call Option must have a strike price equal to or less than the Choice Supplier's contract price(s) with its customers served under Rate Schedules RT and NT. The Call Option shall allow Choice Supplier or Company to call on a volume equal to the Choice Supplier's Design Day Requirement on each and every day the Call Option is in place such that the exercise on any day does not preclude or impact the ability to exercise the option on a subsequent day. Call Options shall be subject to the following requirements:

- (a) If procured by Choice Supplier, the Call Option must enable Company to exercise the Call Option in the event of non-performance by the Choice Supplier without obtaining the prior consent of Choice Supplier;
- (b) If procured by Choice Supplier, the Call Option may be exercised by it for any reason, including economic reasons, on any day when Company and/or other PUC-approved supplier of last resort does not need to exercise it because of Choice Supplier's failure to perform its natural gas supply delivery service obligations hereunder;
- (c) Company shall specify the period over which the Call Option may be exercised;
- (d) The Call Option may be a direct NYMEX instrument or it may be obtained indirectly from a third party. If the Call Option is a direct NYMEX instrument, the Choice Supplier shall assign the applicable capacity to Company. If the Call Option is obtained indirectly from a third party, then the transaction point shall be at a Company-approved city gate receipt point; and
- (e) Choice Supplier shall be responsible for the cost of the Call Option.

8.5 Adjustments to Financial Security Level. From time to time, the Company shall review the financial security provided by a Choice Supplier and determine whether any adjustments are required consistent with the formula under Section 8.2 hereof. The Company shall use the following factors to determine whether any such adjustments are required:

- (a) A change in the Choice Supplier's recent operating history on Company's system or on other NGDS systems has materially affected Company system operation or reliability. A change that could materially affect the Company system or reliability may occur when the Choice Supplier fails to deliver natural gas supply sufficient to meet its customers' needs on 5 separate occasions within a 30-day period, or fails to comply with Company Operational Flow Orders as defined at 52 Pa. Code § 69.11.

RULES AND REGULATIONS**8. FINANCIAL SECURITY - CONTINUED**

- (b) A significant change in the number of customers served, in the volume of gas delivered, or in the unit price of natural gas or a change in the class of customers being served by the Choice Supplier. A change over a consecutive 30-day period of 25% in the number of customer served, in the volume of gas delivered or in the average unit price of natural gas would represent a significant change.
- (c) A change in the Choice Supplier's credit reports that materially affects the Choice Supplier's creditworthiness. A Choice Supplier's creditworthiness could be materially affected when two of the following credit rating companies change the Choice Supplier's credit rating: Dun & Bradstreet, Standard & Poor's Rating Services, Inc., TransUnion LLC, EQUIFAX Inc., Experian Information Solutions, Inc.
- (d) A change in operational or financial circumstances that materially affects the Choice Suppliers' creditworthiness. A Choice Supplier's creditworthiness could be materially affected when two of the following investment rating companies change the Choice Supplier's rating of its issued securities from an investment grade or good rating to a speculative or moderate credit risk rating, and vice versa: Standard and Poor's Rating Services, Inc., Moody's Investment Services, Inc., Fitch, Inc., A.M. Best Company, Inc. and DBRS, Inc.

- 8.6 POR Requirements. A Choice Supplier may meet part or all of its financial security obligations determined under Section 8.2 hereof utilizing the accounts receivable pledged or assigned to the Company pursuant to a Company PUC-approved POR program, provided that Choice Supplier executes a Security Agreement which, among other things: (a) grants Company a first priority security interest in the accounts payable to Choice Supplier for the purchased receivables; and (b) grants Company an immediate right of set off against any account payable to Choice Supplier for any obligation owed by Choice Supplier to Company.

To reflect the variability in the amounts owed by Company to Choice Supplier for purchased receivables given seasonal variations in customer loads, the amount of this form of security will be determined pursuant to the following formula: (The average daily Mcf volume of gas delivered by the Choice Supplier during the lowest 30 day period of volume during the past 12 months for accounts enrolled in the POR program) times (the lowest rate per Mcf charged by the Choice Supplier during the past 12 months) times (the number of days between the purchase of and payment for a Choice Supplier's receivables).

- 8.7 Notice. If the Company determines, based on the criteria in Section 8.5 hereof, that an adjustment in the amount or type of security that a Choice Supplier must provide is warranted, the Company shall provide notice of its determination to the Choice Supplier in writing. The Choice Supplier shall comply with the Company's determination no later than 5 business days after the date the Choice Supplier was served with notice of the Company's determination. If the Choice Supplier disagrees with the Company's determination, the Choice Supplier may file a dispute with the Company and the Company and the Choice Supplier must attempt to resolve the dispute within 30 days after the date that the Company was notified of the dispute.

**RULES AND REGULATIONS****9. ENROLLMENT OF CUSTOMERS INTO RATE SCHEDULES RT AND NT**

- 9.1 To be served under Rate Schedules RT and NT, a Customer must be enrolled by the Choice Supplier elected by the Customer. Such enrollment by the Choice Supplier must be provided in an electronic file to the Company via an approved internet based EDI transaction. The requirement filed shall include:
- a. The customer's name;
  - b. The customer's address;
  - c. The customer's Company account number;
  - d. The specific transaction;
  - e. The elected billing option.
- 9.2 Company Confirmation. Company will electronically confirm receipt of the enrollment information and within one (1) business day and subsequently provide an electronic validation of the Choice Supplier's transmitted information.
- 9.3 Determination of Gas Flow Date. For enrollments received on or before the 15<sup>th</sup> of any calendar month, the customer will be switched to Rate Schedule RT and NT, where the customer does not respond within 5 days from the Company's mailing of a letter confirming the election to be served by the Choice Supplier, on the Customer's regularly scheduled meter reading date in the calendar month immediately following the month the enrollment information was received. For enrollments received after the 15<sup>th</sup> of any calendar month, the customer will be switched to Rate Schedule RT and NT, where the customer does not respond within 5 days from the Company's mailing of a letter confirming the election to be served by the Choice Supplier, on the Customer's regularly scheduled meter reading date in the second calendar month following the month the enrollment information was received.

RULES AND REGULATIONS**10. RATE AG - AGGREGATION SERVICE**

## AVAILABILITY

Rate AG - Aggregation Service (AG Service) is available to and required for an approved Natural Gas Supplier (Choice Supplier) licensed by the PUC to provide natural gas supply service to customers who qualify to receive service under Rate RT (General Service - Residential Transportation) or Rate NT (General Service - Non-residential Transportation)(hereinafter a Choice Supplier).

## AGGREGATION SERVICE

A Choice Supplier qualified to receive Rate AG Aggregation Service shall aggregate the load of customers served under Rates RT and NT customers in an Aggregation Pool. Such Aggregation Pool is limited to customers served under Rates RT and NT.

## ASSIGNMENT OF COMPANY PIPELINE CAPACITY

Company has the right to require the Choice Supplier to accept a release, assignment or transfer of Company pipeline capacity on a recallable basis. The minimum such assignment shall be is one (1) Dth per day per pipeline path.

## RATE TABLE

Balancing Fee for Choice Supplier (\$/MCF) - As posted.

(Total Cost of Pipeline Assets Retained by Company for System Balancing - Balancing Related PGC Credits) divided by (Projected Annual Sales and Transportation Volumes Utilizing the Assets, as projected in each annual 1307(f) filing). This rate will be posted on Company's Delivery Service Web Site or its successor and will be updated as required.

Pipeline Capacity and Bundled Sales:

Choice Supplier shall be responsible for applicable charges pursuant to Section 7.

RULES AND REGULATIONS

## 10. RATE AG - AGGREGATION SERVICE - CONTINUED

## PENALTIES

Failure to Deliver DDR:

The difference in price between the highest published index price for the Texas Eastern, M-3 and the lowest published index price for Texas Eastern, M-2 as published in *Platts' Gas Daily* on the table "Daily Price Survey" corresponding to the date the failure to deliver occurred, plus the applicable transportation charges from Texas Eastern M-2 to M-3, but shall not be lower than \$0.25/per Dth, applied to the difference between the DDR and the delivered volumes, plus all incremental costs incurred by Company as a result of the failure to deliver the DDR.

The Company may not charge for delivering in excess or under of the DDR if the overdelivery or underdelivery is anticipated to benefit the distribution system's daily balancing position as determined by Company in its sole discretion.

Failure to Comply with an OFO or DFD:

The Company has the right to issue Operational Flow Orders and Daily Flow Directives at any time. Failure to comply with any OFO or DFD shall result in a penalty charge of Fifty Dollars (\$50) per Dth or the charge calculated in compliance with Section 22.4 Maximum Daily Excess Balancing Charge, whichever is greater.

## NOTICE

A Choice Supplier must provide Company, or any PUC-authorized alternative Supplier of Last Resort and its Rate RT and NT Customer(s) with ninety (90) days advance written notice of its intention to exit the market. In the event a Choice Supplier discontinues service or exits the market before its contract for natural gas supply service to a Rate RT and NT Customer expires and such Customer returns to its Supplier of Last Resort, Choice Supplier shall provide all contract billing data required by Company or other PUC-approved Supplier of Last Resort to render bills to Choice Supplier's customers for the period between Choice Supplier's default or exit from the market and the customer's next meter reading date.

## BALANCING

Company will balance the daily difference, if any, between the anticipated Customer use, as communicated through the DDR, and the actual usage of Choice Supplier's customers. For this service, the Choice Supplier shall pay to Company the applicable Balancing Fees shown in this rate schedule, per MCF of Aggregation Pool usage, as measured at the meter.

RULES AND REGULATIONS**10. RATE AG - AGGREGATION SERVICE - CONTINUED**

## RECONCILIATION

Company shall calculate the difference between the actual deliveries of each Choice Supplier's Aggregation Pool, and the usage of each such Aggregation Pool. The Company shall adjust future DDRs to account for any usage differences between forecasted weather and actual weather. Where actual meter reads cannot be obtained, the Company will estimate usage and such estimate shall be deemed actual usage. At the time a Choice Supplier no longer has any Choice Customers enrolled, the cumulative difference between delivered volumes and usage of the Choice Supplier's Aggregation Pool shall be cashed out at Company's average cost of gas purchased for the most recent 12 months. The average cost of gas shall be calculated as the product of the total commodity cost of gas purchases including transportation and fuel used and accounted for the most recent 12 months, divided by tariff sales for the same 12-month period.

## NATURAL GAS SUPPLY PLANS

Choice Supplier shall cooperate with Company in the preparation of such reliability plans required under Section 1317 of the Public Utility Code, and shall provide all reasonable information related to gas deliverability assets under its control required by Company including providing copies of pipeline capacity contracts or delivered supply contracts, or, in lieu of providing such contracts, warrant pertinent information as required by the Company or any regulatory authority. Choice Supplier shall also enter into any necessary contractual arrangements, or make any required regulatory filings, to ensure that contracts and assets under its control, which are relied upon in Company's reliability plan, are available to Company or PUC-authorized supplier of last resort in accordance with Choice Supplier's obligations under its Aggregation Agreement and this Tariff.

## COMPLIANCE WITH THE PENNSYLVANIA PUBLIC UTILITY COMMISSION REQUIREMENTS

Choice Supplier shall at all times comply with all applicable PUC requirements and regulations.

## UGI UTILITIES, INC.- GAS DIVISION

**11. AGGREGATION AGREEMENT  
FOR RATE SCHEDULES RT and NT  
(Pro Forma)**

This Aggregation Agreement for Rate Schedules RT and NT ("Aggregation Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between UGI Utilities, Inc. - Gas Division, a Pennsylvania Corporation ("Company"), and \_\_\_\_\_, a \_\_\_\_\_ ("Choice Supplier").

WHEREAS, Company is a Pennsylvania public utility that, amongst other things, provides intrastate transportation service to Rate RT and NT customers located within its certificated service territory; and

WHEREAS, Choice Supplier is engaged in the business of selling natural gas supply services, and desires to market such services to Rate RT and NT customers located within Company's certificated service territory; and

WHEREAS, pursuant to the terms and conditions set forth in this Aggregation Agreement, Company is willing to receive natural gas supplies at specified points of interconnection situated between Company's facilities and the facilities of one or more interstate natural gas pipeline companies to serve the aggregated load of Rate RT and NT customers served by Choice Supplier, and to provide other services to facilitate the provision by Choice Supplier of natural gas supply services to customers; and

WHEREAS, pursuant to the terms and conditions set forth in this Aggregation Agreement, Choice Supplier is willing to deliver natural gas supplies for receipt by Company for subsequent transportation and redelivery at specified end-use customer locations, and to acquire aggregation services from Company.

NOW, THEREFORE, intending to be legally bound hereby, Company and Choice Supplier agree as follows:

**ARTICLE I. DEFINITIONS**

For the purposes of this Aggregation Agreement, in addition to any definitions set forth in Company's Gas Service Tariff and *Nomination Procedure*, which are hereby incorporated herein by reference, the following definitions apply:

1. **Aggregation Service** means services provided by Company to Choice Supplier to facilitate the delivery of gas supplies to customers receiving service under Rates RT and NT.

2. **Balancing** means services provided by Company to cover differences between a Choice Supplier's Daily Delivery Requirement and the actual usage of the Choice Supplier's Aggregation Pool.

3. **Customer** means a recipient of service under Rate Schedules RT and NT that contracts for natural gas supply service from a Choice Supplier.

4. **Daily Delivery Requirement (DDR)** means the daily quantities of natural gas supplies a Choice Supplier is required to deliver for an Aggregation Pool, as forecasted and communicated by Company, and may specify the required points of delivery. Such forecast shall be calculated to include volumes needed for end-use requirements, prior imbalances and Company use and unaccounted for gas.

5. **Delivery Point** means a point specified by Company where Choice Supplier may deliver natural gas supplies for subsequent redelivery by Company to Choice Marketer's Rate RT and NT customers.

6. **Rate Ready Billing** is the method of billing used by the Company to calculate the natural gas supply services provided by the Choice Supplier. Under this method, the Company uses actual meter readings obtained by the Company, or estimated consumption when the Company is unable to obtain an actual meter reading, and billing rate information provided by the Choice Supplier to calculate the bill.

7. **Transportation** means a service provided by Company on its facilities that enables gas owned by others to be received into, moved through, and delivered out of facilities owned, leased, or operated and controlled by Company.

8. **Upstream Capacity Assignment, Release or Transfer** means the process to provide access to interstate pipeline capacity and storage contracts owned by Company to Choice Supplier pursuant to Company's tariff and any applicable regulatory rules.

**ARTICLE II. TERM**

This Aggregation Agreement shall become effective on \_\_\_\_\_ and shall remain in effect, unless terminated pursuant to Section 6.1 hereof, or by either party by providing ninety (90) days' prior written notice, for so long as Choice Supplier is qualified to receive Rate AG service from Company. In the event this Aggregation Agreement expires or terminates, Company shall have no obligation, as between Choice Supplier and Company, to accept any natural gas supplies tendered by Choice Supplier for receipt into Company's facilities, and Choice Supplier's payment and financial obligations shall continue until fully discharged.

**ARTICLE III. CHOICE SUPPLIER'S OBLIGATIONS**

1. **Compliance**. Choice Supplier agrees that it shall comply with all of the applicable terms and conditions of Company's Gas Service Tariff and Company's Supplier Tariff, both of which are hereby incorporated by reference.

2. **Creditworthiness**. Choice Supplier shall establish, and maintain throughout the term of this Aggregation Agreement, and thereafter until all of Choice Supplier's payment obligations incurred under this Aggregation Agreement have been fully discharged, a satisfactory Financial Security status with Company. To enable the Company to determine credit status, Choice Supplier will provide to the Company the following: 1) relevant financial information to determine creditworthiness; 2) appropriate trade and banking references; and 3) written consent for Company to conduct a credit investigation. In addition, Choice Supplier shall comply with the Financial Security provisions of Company's Supplier Tariff, and may, based on Choice Supplier's credit standing with Company, be required to provide financial security in excess of the minimum amounts specified therein.

3. **Standards of Conduct.** Choice Supplier shall abide by all standards of conduct and other legal requirements applicable to Choice Supplier's line of business, including but not limited to the standard of conduct applicable to Choice Suppliers set forth in rules and regulations established by regulatory bodies having jurisdiction over Choice Supplier's activities, and other applicable law.

4. **Payments.** Choice Supplier will remit payment for all services within 10 days after receipt of Company invoice. A late payment charge of 1.50% per month will be applied to all outstanding balances as of the due date.

5. **Customer List.** Choice Supplier shall execute an Electronic Trading Partner Agreement and will keep confidential any customer information acquired either directly or indirectly from Company, and use such information solely for the purpose of offering natural gas supply service to Rate RT and NT customers. In the event the Company determines the Choice Supplier impermissibly released customer information to another party, in addition to all available remedies, Company may, at its option, immediately cancel this Aggregation Agreement.

#### **ARTICLE IV. COMPANY'S OBLIGATIONS**

1. **DDR.** Company shall provide Choice Supplier with its DDR for each Gas Day. Company shall accept receipt of all gas volumes up to the DDR. Company shall have the right to accept, but shall in no instance be required to accept, an Over-delivery by Choice Supplier. The acceptance of such over delivery shall not constitute any waiver of any provisions of the Company's Gas Service Tariff or *Nomination Procedure*.

2. **Monthly Statement.** Company shall bill Choice Supplier by the 15<sup>th</sup> of each month for services provided by Company during the preceding month and other amounts due to Company.

3. **Enrollment Notification.** Company shall generate and send a letter to all customers enrolled by a Choice Supplier indicating the supplier selected and the date service from the Choice Supplier is scheduled to commence. All customers enrolled by

the 15<sup>th</sup> of each month will be transferred to their respective Choice Supplier effective with their next calendar meter read if customer does not respond within five (5) days following confirmation to challenge the enrollment. Company shall send an electronic message confirming the selection to the Choice Supplier.

4. **Rate AG.** Company shall provide all of the other aggregation services applicable to Choice Supplier specified in the Rate AG provisions of its tariff.

#### **ARTICLE V. BILLING SERVICE**

5.1 **Standard Billing Service.** Company shall bill Choice Supplier's Rate RT and NT customers for natural gas supply services provided by Choice Supplier on a rate-ready basis unless (a) a Choice Supplier not participating in the Company's POR program elects to provide a separate bill for its charges or (b) a Choice Supplier's customer elects to receive a separate bill for such services from its Choice Supplier. Choice Supplier must provide all billing rate information no later than fifteen (15) days prior to the effective date of such rate. Company will input all requests for new plans within a reasonable time frame based on the number of requests received.

5.2 **Standard Billing Charges.** Choice Supplier shall pay to Company the following fees for billing services:

Billing Fee                      \$0.25/Bill.

Billing Adjustment Fee

Affecting One (1) Month - \$3.10/Revised Bill

Affecting More than One (1) Month - \$3.60/Revised Bill

5.3 **Negotiated Billing Service.** In the event a Choice Supplier wants Company to provide a billing service other than the Standard Billing Service, such service shall be negotiated between Company and Choice Supplier.

5.4 **Choice Supplier Budget Billing.** The Company will bill all budget billing amounts calculated and provided by the Choice Supplier unless the account is being billed under the POR program, in which case the Company will provide budget billing to the customer. The Company will not determine or reconcile a Licensed Supplier's budget bill charge if the Licensed Supplier is not participating in the Company's POR program.

#### ARTICLE VI. **REMEDIES**

6.1. **Termination Upon Default.** In addition to other rights a party may have under this Aggregation Agreement, if either party fails to perform an obligation, or breaches any representation or warranty ("Defaulting Party") under this Agreement, then the other party (Non-Defaulting Party") shall have the right to terminate this Agreement by providing prior written notice thereof to the Defaulting Party. Termination pursuant to this Article shall be without waiver of any additional remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of this Agreement.

6.2. **Limitation of Liability.** Except as expressly permitted under this Agreement and Company's Gas Service Tariff, neither party shall be entitled to recover incidental, consequential or punitive damages, or lost profits, for any breach by the other party of an obligation, representation or warranty under this Agreement, provided such limitation shall not apply to willful or grossly negligent misconduct on the part of the Defaulting Party.

#### ARTICLE VII. **REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION**

Choice Supplier warrants that 1) it shall have good title to all natural gas tendered for receipt by Company hereunder, or is authorized by the owner of such gas to tender it for delivery to Company, and 2) such gas will be free and clear of all liens, encumbrances, and claims whatsoever. Choice Supplier shall fully indemnify

Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranties.

**ARTICLE VIII. LIMITATION OF THIRD PARTY RIGHTS**

This Agreement is entered into solely for the benefit of the Company and the Choice Supplier, and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any third party, including, but not limited to the Customers that comprise Choice Supplier's Pool under this Agreement.

**ARTICLE IX. SUCCESSION AND ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. However, no assignment of this Agreement, in whole or in part, will be made without the prior written approval of the non-assigning party. The written consent to assignment shall not be unreasonably withheld.

**ARTICLE X. APPLICABLE LAW AND REGULATIONS**

This Agreement shall be construed under the laws of the State of Pennsylvania and shall be subject to all valid applicable State, Federal and local laws, rules, orders, and regulations. Nothing herein shall be construed as divesting or attempting to divest any regulatory body of any of its rights, jurisdiction, powers or authority conferred by law.

**ARTICLE XI. NOTICES AND CORRESPONDENCE**

Written notice and correspondence to Company shall be addressed as follows:

UGI Utilities, Inc. - Gas Division

1 UGI Drive

Denver, PA 17517

Attention: Manager, Tariff & Supplier Administration

Email: EDI-GAS@UGI.COM

Written notices and correspondence to Choice Supplier shall be addressed as follows:

Name

Address

Attention: \_\_\_\_\_

Telephone:

Email:

Either party may change its address for receiving notices effective upon receipt, by written notice to the other party.

**ARTICLE XII. MISCELLANEOUS**

12.1 No modification of the terms and provisions of this Agreement shall be or become effective except by execution of written contracts or by modification of Company's Gas Service Tariff.

12.2. No waiver by any party of any one of more defaults by any other party of any provisions of this Agreement shall operate or be construed as a waiver of any subsequent or previous default or default, whether of a like or a different character.

12.3. In the event any tax or assessment is imposed, directly or indirectly, upon the gas tendered to, or received by Company for redelivery, Choice Supplier agrees to bear the amount of such tax or assessment. In the event that Company is required to pay such tax, Choice Supplier agrees to reimburse Company for such payment.

12.4. The subject heading of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

12.5. In the event of a conflict between the provisions of this Agreement and Company's Gas Service Tariff, the provisions of Company's Gas Service Tariff shall govern.

UGI UTILITIES, INC. - GAS DIVISION

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IN WITNESS WHEREOF, the parties hereto executed this Agreement on the day and year first above written.

ATTEST:

UGI UTILITIES, INC. - GAS DIVISION

\_\_\_\_\_

BY \_\_\_\_\_

ATTEST

CHOICE SUPPLIER

\_\_\_\_\_

BY \_\_\_\_\_

**Appendix B**  
**Proof of Revenues**

**UGI Utilities, Inc. - Gas Division**  
**Proof of Revenue Summary - Total Revenue**  
**for the 12-Months Ending September 30, 2020**

Rate Class	Customers	Sales	Present Revenue	Proposed Revenue	Revenue Change	Percent Change from Present Revenue	Percent of Total Rate Increase
R/RT	592,467	50,665,303	\$ 489,875,321	\$ 512,897,291	\$ 23,021,970	4.7%	76.7%
N/NT	68,144	29,799,654	\$ 195,461,383	\$ 200,311,135	\$ 4,849,752	2.5%	16.2%
DS	1,554	10,878,010	\$ 34,184,844	\$ 34,674,983	\$ 490,139	1.4%	1.6%
LFD	470	21,640,265	\$ 35,824,069	\$ 36,611,129	\$ 787,060	2.2%	2.6%
XD - Firm	54	164,383,646	\$ 33,397,806	\$ 34,350,074	\$ 952,268	2.9%	3.2%
Interruptible	380	55,812,941	\$ 24,702,091	\$ 24,602,000	\$ (100,091)	-0.4%	-0.3%
Subtotal	663,069	333,179,819	\$ 813,445,514	\$ 843,446,613	\$ 30,001,099	3.7%	
Other Operating Revenue			\$ 5,879,559	\$ 5,879,559	\$ -		
Total	663,069	333,179,819	\$ 819,325,073	\$ 849,326,172	\$ 30,001,099	3.7%	

**UGI Utilities, Inc. - Gas Division**  
**Residential Service - Rate Schedules R & RT**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

	Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
South District	Customer Charge	4,398,744		\$ 11.75	\$ 51,685,242	\$ 14.60	\$ 64,221,662	\$ 12,536,420	
	GET Gas Customer Charge	5,760		\$ 41.09	\$ 236,673	\$ 22.57	\$ 130,003	\$ (106,670)	
	Distribution Charges		27,317,791	\$ 2.9717	\$ 81,180,280	\$ 3.7861	\$ 103,427,889	\$ 22,247,609	
	State Tax Adjustment Surcharge (STAS) - Rider A			-0.03%	\$ (74,631)	0.00%	\$ -	\$ 74,631	
	Purchased Gas Costs (PGC) - Rider B		22,182,149	\$ 4.7354	\$ 105,041,347	\$ 4.3967	\$ 97,528,253	\$ (7,513,094)	
	TCJA Temporary Surcharge - Rider C			-4.71%	\$ (6,471,493)	0.00%	\$ -	\$ 6,471,493	
	Merchant Function Charge (MFC) - Rider D		22,182,149	2.19%	\$ 2,300,405	2.08%	\$ 2,028,588	\$ (271,818)	
	Gas Procurement Charge (GPC) - Rider E		22,182,149	\$ 0.0900	\$ 1,996,393	\$ 0.0660	\$ 1,464,022	\$ (532,372)	
	Universal Service Program (USP) - Rider F		26,309,765	\$ 0.1137	\$ 2,991,420	\$ 0.1743	\$ 4,585,792	\$ 1,594,372	
	Energy Efficiency & Conservation Rider (EEC) - Rider G		27,317,791	\$ 0.1757	\$ 4,799,736	\$ 0.1264	\$ 3,452,969	\$ (1,346,767)	
	Distribution System Improvement Charge (DSIC) - Rider I		27,317,791	3.45%	\$ 5,009,060	0.00%	\$ -	\$ (5,009,060)	
	<b>Total - Rates R/RT - South District</b>	<b>4,398,744</b>	<b>27,317,791</b>		<b>\$ 248,694,433</b>		<b>\$ 276,839,177</b>	<b>\$ 28,144,744</b>	<b>11.3%</b>
North District	Customer Charge	1,852,452		\$ 13.25	\$ 24,544,989	\$ 14.60	\$ 27,045,799	\$ 2,500,810	
	GET Gas Customer Charge	2,568		\$ 37.89	\$ 97,309	\$ 22.57	\$ 57,960	\$ (39,349)	
	Distribution Charges		16,700,810	\$ 4.0772	\$ 68,092,543	\$ 3.7861	\$ 63,230,937	\$ (4,861,606)	
	State Tax Adjustment Surcharge (STAS) - Rider A			0.00%	\$ -	0.00%	\$ -	\$ -	
	Purchased Gas Costs (PGC) - Rider B		15,900,904	\$ 4.0678	\$ 64,681,696	\$ 4.3967	\$ 69,911,503	\$ 5,229,807	
	TCJA Temporary Surcharge - Rider C			-2.87%	\$ (2,714,628)	0.00%	\$ -	\$ 2,714,628	
	Merchant Function Charge (MFC) - Rider D		15,900,904	1.83%	\$ 1,183,675	2.08%	\$ 1,454,159	\$ 270,484	
	Gas Procurement Charge (GPC) - Rider E		15,900,904	\$ 0.0420	\$ 667,838	\$ 0.0660	\$ 1,049,460	\$ 381,622	
	Universal Service Program (USP) - Rider F		15,959,294	\$ 0.2337	\$ 3,729,687	\$ 0.1743	\$ 2,781,705	\$ (947,982)	
	Energy Efficiency & Conservation Rider (EEC) - Rider G		16,700,810	\$ 0.0663	\$ 1,107,264	\$ 0.1264	\$ 2,110,982	\$ 1,003,719	
	Distribution System Improvement Charge (DSIC) - Rider I		16,700,810	0.72%	\$ 715,848	0.00%	\$ -	\$ (715,848)	
	<b>Total - Rates R/RT - North District</b>	<b>1,852,452</b>	<b>16,700,810</b>		<b>\$ 162,106,220</b>		<b>\$ 167,642,506</b>	<b>\$ 5,536,285</b>	<b>3.4%</b>
Central District	Customer Charge	858,408		\$ 14.60	\$ 12,532,757	\$ 14.60	\$ 12,532,757	\$ -	
	GET Gas Customer Charge - prior to 10/29/19	672		\$ 18.49	\$ 12,420	\$ 18.49	\$ 12,420	\$ -	
	GET Gas Customer Charge - effective 10/29/19	648		\$ 18.49	\$ 11,982	\$ 22.57	\$ 14,625	\$ 2,644	
	Distribution Charges		6,646,702	\$ 5.7520	\$ 38,231,830	\$ 3.7861	\$ 25,165,078	\$ (13,066,751)	
	State Tax Adjustment Surcharge (STAS) - Rider A			-0.36%	\$ (285,654)	0.00%	\$ -	\$ 285,654	
	Purchased Gas Costs (PGC) - Rider B		6,309,078	\$ 4.0043	\$ 25,263,442	\$ 4.3967	\$ 27,739,124	\$ 2,475,682	
	TCJA Temporary Surcharge - Rider C			-6.34%	\$ (3,271,460)	0.00%	\$ -	\$ 3,271,460	
	Merchant Function Charge (MFC) - Rider D		6,309,078	2.26%	\$ 570,954	2.08%	\$ 576,974	\$ 6,020	
	Gas Procurement Charge (GPC) - Rider E		6,309,078	\$ 0.0400	\$ 252,363	\$ 0.0660	\$ 416,399	\$ 164,036	
	Universal Service Program (USP) - Rider F		6,414,732	\$ 0.2735	\$ 1,754,429	\$ 0.1743	\$ 1,118,088	\$ (636,341)	
	Energy Efficiency & Conservation Rider (EEC) - Rider G		6,646,702	\$ -	\$ -	\$ 0.1264	\$ 840,143	\$ 840,143	
	Distribution System Improvement Charge (DSIC) - Rider I		6,646,702	7.50%	\$ 4,001,606	0.00%	\$ -	\$ (4,001,606)	
	<b>Total - Rates R/RT - Central District</b>	<b>858,408</b>	<b>6,646,702</b>		<b>\$ 79,074,668</b>		<b>\$ 68,415,608</b>	<b>\$ (10,659,059)</b>	<b>-13.5%</b>
<b>Total UGI Utilities, Inc. - Gas Division</b>		<b>7,109,604</b>	<b>50,665,303</b>		<b>\$ 489,875,321</b>		<b>\$ 512,897,291</b>	<b>\$ 23,021,970</b>	<b>4.7%</b>

**UGI Utilities, Inc. - Gas Division**  
**Non-Residential Service - Rate Schedules N & NT**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

Exhibit E  
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South District	Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
	<b>Customer Charges</b>								
	Rate N/NT - Rate N/NT	490,128		\$ 16.00	\$ 7,842,048	\$ 23.50	\$ 11,518,008	\$ 3,675,960	
	Rate DS - Rate NT	-		\$ 290.00	\$ -	\$ 23.50	\$ -	\$ -	
	<b>Total Customer Charges</b>	<b>490,128</b>			<b>\$ 7,842,048</b>		<b>\$ 11,518,008</b>	<b>\$ 3,675,960</b>	
	<b>GET Gas Charges</b>								
	Customer	60		\$ 6.13	\$ 368	\$ 15.59	\$ 935	\$ 568	
	Distribution		2,075	\$ 5.75	\$ 11,931	\$ 1.46	\$ 3,030	\$ (8,902)	
	<b>Total GET Gas Charges</b>	<b>60</b>	<b>2,075</b>		<b>\$ 12,299</b>		<b>\$ 3,965</b>	<b>\$ (8,334)</b>	
	<b>Distribution Charges</b>								
	Rate N/NT - Rate N/NT		18,166,946	\$ 3.6867	\$ 66,976,079	\$ 3.5177	\$ 63,905,865	\$ (3,070,214)	
	Rate DS - Rate NT								
	First 500 Mcf		-	\$ 3.5383	\$ -	\$ 3.5177	\$ -	\$ -	
	Over 500 Mcf		-	\$ 3.0383	\$ -	\$ 3.5177	\$ -	\$ -	
	<b>Total Rate DS - Rate NT</b>		<b>-</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	
	<b>Total Distribution Charges</b>		<b>18,166,946</b>		<b>\$ 66,976,079</b>		<b>\$ 63,905,865</b>	<b>\$ (3,070,214)</b>	
	State Tax Adjustment Surcharge (STAS) - Rider A			-0.03%	\$ (35,770)	0.00%	\$ -	\$ 35,770	
	Purchased Gas Costs (PGC) - Rider B		9,170,827	\$ 4.7354	\$ 43,427,532	\$ 4.3967	\$ 40,321,373	\$ (3,106,159)	
	TCJA Temporary Surcharge - Rider C			-4.71%	\$ (3,570,752)	0.00%	\$ -	\$ 3,570,752	
	Merchant Function Charge (MFC) - Rider D		9,170,827	0.36%	\$ 156,339	0.24%	\$ 96,771	\$ (59,568)	
	Gas Procurement Charge (GPC) - Rider E		9,170,827	\$ 0.0900	\$ 825,374	\$ 0.0660	\$ 605,275	\$ (220,100)	
	<b>Energy Efficiency &amp; Conservation Rider (EEC) - Rider G</b>								
	Rate N/NT - Rate N/NT		18,166,946	\$ 0.0505	\$ 917,431	\$ 0.0551	\$ 1,000,999	\$ 83,568	
	Rate DS - Rate NT		-	\$ (0.0161)	\$ -	\$ 0.0551	\$ -	\$ -	
	<b>Total EEC Charges</b>		<b>18,166,946</b>		<b>\$ 917,431</b>		<b>\$ 1,000,999</b>	<b>\$ 83,568</b>	
	Distribution System Improvement Charge (DSIC) - Rider I		18,166,946	3.45%	\$ 2,647,170	0.00%	\$ -	\$ (2,647,170)	
	Gas Delivery Enhancement Rider (GDE) - Rider J (Rate DS - Rate N)		-	\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>Total - Rates N/NT - South District</b>	<b>490,128</b>	<b>18,166,946</b>		<b>\$ 119,197,751</b>		<b>\$ 117,452,256</b>	<b>\$ (1,745,495)</b>	<b>-1.5%</b>

**UGI Utilities, Inc. - Gas Division**  
**Non-Residential Service - Rate Schedules N & NT**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

Exhibit E  
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Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
<b>North District</b>								
Customer Charges								
Rate N/NT - Rate N/NT	197,351		\$ 34.00	\$ 6,709,926	\$ 23.50	\$ 4,637,743	\$ (2,072,183)	
Rate DS - Rate NT	-		\$ 229.00	\$ -	\$ 23.50	\$ -	\$ -	
<b>Total Customer Charges</b>	<b>197,351</b>			<b>\$ 6,709,926</b>		<b>\$ 4,637,743</b>	<b>\$ (2,072,183)</b>	
GET Gas Charges								
Customer	36		\$ 17.95	\$ 646	\$ 15.59	\$ 561	\$ (85)	
Distribution		1,245	\$ 2.11	\$ 2,627	\$ 1.46	\$ 1,818	\$ (809)	
<b>Total GET Gas Charges</b>	<b>36</b>	<b>1,245</b>		<b>\$ 3,273</b>		<b>\$ 2,379</b>	<b>\$ (894)</b>	
Distribution Charges								
Rate N/NT - Rate N/NT		7,146,096	\$ 2.5368	\$ 18,128,216	\$ 3.1559	\$ 22,552,364	\$ 4,424,148	
Rate DS - Rate NT		-	\$ 1.8488	\$ -	\$ 3.1559	\$ -	\$ -	
<b>Total Distribution Charges</b>		<b>7,146,096</b>		<b>\$ 18,128,216</b>		<b>\$ 22,552,364</b>	<b>\$ 4,424,148</b>	
State Tax Adjustment Surcharge (STAS) - Rider A			0.00%	\$ -	0.00%	\$ -	\$ -	
Purchased Gas Costs (PGC) - Rider B		4,803,977	\$ 4.0678	\$ 19,541,617	\$ 4.3967	\$ 21,121,645	\$ 1,580,028	
TCJA Temporary Surcharge - Rider C			-2.87%	\$ (720,141)	0.00%	\$ -	\$ 720,141	
Merchant Function Charge (MFC) - Rider D		4,803,977	0.25%	\$ 48,854	0.24%	\$ 50,692	\$ 1,838	
Gas Procurement Charge (GPC) - Rider E		4,803,977	\$ 0.0420	\$ 201,767	\$ 0.0660	\$ 317,062	\$ 115,295	
Energy Efficiency & Conservation Rider (EEC) - Rider G								
Rate N/NT - Rate N/NT		7,146,096	\$ 0.0566	\$ 404,469	\$ 0.0551	\$ 393,750	\$ (10,719)	
Rate DS - Rate NT		-	\$ (0.0391)	\$ -	\$ 0.0551	\$ -	\$ -	
<b>Total EEC Charges</b>		<b>7,146,096</b>		<b>\$ 404,469</b>		<b>\$ 393,750</b>	<b>\$ (10,719)</b>	
Distribution System Improvement Charge (DSIC) - Rider I		7,146,096	0.72%	\$ 183,575	0.00%	\$ -	\$ (183,575)	
Gas Delivery Enhancement Rider (GDE) - Rider J (Rate DS - Rate N)		-	\$ 0.00060	\$ -	\$ -	\$ -	\$ -	
<b>Total - Rates N/NT - North District</b>	<b>197,351</b>	<b>7,146,096</b>		<b>\$ 44,501,556</b>		<b>\$ 49,075,636</b>	<b>\$ 4,574,079</b>	<b>10.3%</b>

**UGI Utilities, Inc. - Gas Division**  
**Non-Residential Service - Rate Schedules N & NT**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

Exhibit E  
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Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
Central District								
Customer Charge								
Rate N/NT - Rate N/NT	130,248		\$ 30.40	\$ 3,959,539	\$ 23.50	\$ 3,060,828	\$ (898,711)	
Rate DS - Rate NT	-		\$ 192.27	\$ -	\$ 23.50	\$ -	\$ -	
<b>Total Customer Charges</b>	<b>130,248</b>			<b>\$ 3,959,539</b>		<b>\$ 3,060,828</b>	<b>\$ (898,711)</b>	
GET Gas Charges								
Customer	12		\$ 10.20	\$ 122	\$ 15.59	\$ 187	\$ 65	
Distribution		415	\$ 0.83	\$ 344	\$ 1.46	\$ 606	\$ 261	
<b>Total GET Gas Charges</b>	<b>12</b>	<b>415</b>		<b>\$ 467</b>		<b>\$ 793</b>	<b>\$ 326</b>	
Distribution Charges								
Rate N - Rate N/NT		4,486,613	\$ 3.2097	\$ 14,400,681	\$ 3.5177	\$ 15,782,557	\$ 1,381,877	
Rate DS - Rate NT		-	\$ 2.5772	\$ -	\$ 3.5177	\$ -	\$ -	
<b>Total Distribution Charges</b>		<b>4,486,613</b>		<b>\$ 14,400,681</b>		<b>\$ 15,782,557</b>	<b>\$ 1,381,877</b>	
State Tax Adjustment Surcharge (STAS) - Rider A			-0.36%	\$ (114,757)	0.00%	\$ -	\$ 114,757	
Purchased Gas Costs (PGC) - Rider B		3,284,379	\$ 4.0043	\$ 13,151,637	\$ 4.3967	\$ 14,440,427	\$ 1,288,790	
TCJA Temporary Surcharge - Rider C			-6.34%	\$ (1,173,564)	0.00%	\$ -	\$ 1,173,564	
Merchant Function Charge (MFC) - Rider D		3,284,379	0.14%	\$ 18,412	0.24%	\$ 34,657	\$ 16,245	
Gas Procurement Charge (GPC) - Rider E		3,284,379	\$ 0.0400	\$ 131,375	\$ 0.0660	\$ 216,769	\$ 85,394	
Energy Efficiency & Conservation Rider (EEC) - Rider G								
Rate N/NT - Rate N/NT		4,486,613	\$ -	\$ -	\$ 0.0551	\$ 247,212	\$ 247,212	
Rate DS - Rate NT		-	\$ -	\$ -	\$ 0.0551	\$ -	\$ -	
<b>Total EEC Charges</b>		<b>4,486,613</b>		<b>\$ -</b>		<b>\$ 247,212</b>	<b>\$ 247,212</b>	
Distribution System Improvement Charge (DSIC) - Rider I		4,486,613	7.50%	\$ 1,388,286	0.00%	\$ -	\$ (1,388,286)	
Gas Delivery Enhancement Rider (GDE) - Rider J (Rate DS - Rate N)		-	\$ 0.0277	\$ -	\$ -	\$ -	\$ -	
<b>Total - Rates N/NT - Central District</b>	<b>130,248</b>	<b>4,486,613</b>		<b>\$ 31,762,076</b>		<b>\$ 33,783,244</b>	<b>\$ 2,021,168</b>	<b>6.4%</b>
<b>Total UGI Utilities, Inc. - Gas Division</b>	<b>817,727</b>	<b>29,799,654</b>		<b>\$ 195,461,383</b>		<b>\$ 200,311,135</b>	<b>\$ 4,849,752</b>	<b>2.5%</b>

**UGI Utilities, Inc. - Gas Division**  
**Delivery Service - Rate Schedule DS**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

Exhibit E  
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South District	Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
	<b>Customer Charges</b>								
	Rate DS - Rate DS	9,612		\$ 290.00	\$ 2,787,480	\$ 260.00	\$ 2,499,120	\$ (288,360)	
	Rate N/NT - Rate DS	-		\$ 16.00	\$ -	\$ 260.00	\$ -	\$ -	
	<b>Total Customer Charges</b>	<b>9,612</b>			<b>\$ 2,787,480</b>		<b>\$ 2,499,120</b>	<b>\$ (288,360)</b>	
	<b>Distribution Charges</b>								
	Rate DS - Rate DS								
	First 500 Mcf		2,898,624	\$ 3.5383	\$ 10,256,201	\$ 2.9550	\$ 8,565,433	\$ (1,690,767)	
	Over 500 Mcf		2,756,018	\$ 3.0383	\$ 8,373,608	\$ 2.9550	\$ 8,144,032	\$ (229,576)	
	<b>Total Rate DS - Rate DS</b>		<b>5,654,641</b>		<b>\$ 18,629,809</b>		<b>\$ 16,709,466</b>	<b>\$ (1,920,344)</b>	
	Rate N/NT - Rate DS								
	First 500 Mcf		-	\$ 3.6867	\$ -	\$ 2.9550	\$ -	\$ -	
	Over 500 Mcf		-	\$ 3.6867	\$ -	\$ 2.9550	\$ -	\$ -	
	<b>Total Rate NT - Rate DS</b>		<b>-</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	
	<b>Total Distribution Charges</b>		<b>5,654,641</b>		<b>\$ 18,629,809</b>		<b>\$ 16,709,466</b>	<b>\$ (1,920,344)</b>	
	State Tax Adjustment Surcharge (STAS) - Rider A			-0.03%	\$ (6,370)	0.00%	\$ -	\$ 6,370	
	Purchased Gas Costs (PGC) - Rider B (Rate N - Rate DS)		-	\$ 4.7354	\$ -	\$ 4.3967	\$ -	\$ -	
	TCJA Temporary Surcharge - Rider C			-4.71%	\$ (1,017,295)	0.00%	\$ -	\$ 1,017,295	
	Merchant Function Charge (MFC) - Rider D (Rate N - Rate DS)			0.36%	\$ -	0.00%	\$ -	\$ -	
	Gas Procurement Charge (GPC) - Rider E (Rate N - Rate DS)			0.0900	\$ -	\$ -	\$ -	\$ -	
	<b>Energy Efficiency &amp; Conservation Rider (EEC) - Rider G</b>								
	Rate DS - Rate DS		5,654,641	\$ (0.0161)	\$ (91,040)	\$ 0.0004	\$ 2,262	\$ 93,302	
	Rate N/NT - Rate DS		-	\$ 0.0505	\$ -	\$ 0.0004	\$ -	\$ -	
	<b>Total EEC</b>		<b>5,654,641</b>		<b>\$ (91,040)</b>		<b>\$ 2,262</b>	<b>\$ 93,302</b>	
	<b>Technology and Economic Development Rider (TED) - Rider H</b>				<b>\$ 162,245</b>		<b>\$ 162,245</b>	<b>\$ -</b>	
	<b>Distribution System Improvement Charge (DSIC) - Rider I</b>		<b>5,654,641</b>	<b>3.45%</b>	<b>\$ 742,011</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ (742,011)</b>	
	<b>Gas Delivery Enhancement Rider (GDE) - Rider J</b>								
	Rate DS - Rate DS		5,654,641	\$ -	\$ -	\$ 0.0058	\$ 32,797	\$ 32,797	
	Rate N/NT - Rate DS		-	\$ -	\$ -	\$ 0.0058	\$ -	\$ -	
	<b>Total GDE</b>		<b>5,654,641</b>		<b>\$ -</b>		<b>\$ 32,797</b>	<b>\$ 32,797</b>	
	<b>Minimum Charges</b>				<b>\$ 19,082</b>		<b>\$ 19,082</b>	<b>\$ -</b>	
	<b>Total - Rate DS - South District</b>	<b>9,612</b>	<b>5,654,641</b>		<b>\$ 21,225,923</b>		<b>\$ 19,424,971</b>	<b>\$ (1,800,952)</b>	<b>-8.5%</b>

**UGI Utilities, Inc. - Gas Division**  
**Delivery Service - Rate Schedule DS**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

Exhibit E  
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Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
<b>North District</b>								
Customer Charges								
Rate DS - Rate DS	5,628		\$ 229.00	\$ 1,288,812	\$ 260.00	\$ 1,463,280	\$ 174,468	
Rate N/NT - Rate DS	-		\$ 34.00	\$ -	\$ 260.00	\$ -	\$ -	
<b>Total Customer Charges</b>	<b>5,628</b>			<b>\$ 1,288,812</b>		<b>\$ 1,463,280</b>	<b>\$ 174,468</b>	
<b>Distribution Charges</b>								
Rate DS - Rate DS								
First 500 Mcf		1,599,622	\$ 1.8488	\$ 2,957,381	\$ 2.1335	\$ 3,412,793	\$ 455,412	
Over 500 Mcf		1,671,589	\$ 1.8488	\$ 3,090,433	\$ 2.1335	\$ 3,566,334	\$ 475,901	
<b>Total Rate DS - Rate DS</b>		<b>3,271,210</b>		<b>\$ 6,047,814</b>		<b>\$ 6,979,127</b>	<b>\$ 931,314</b>	
Rate N/NT - Rate DS								
First 500 Mcf		-	\$ 2.5368	\$ -	\$ 2.1335	\$ -	\$ -	
Over 500 Mcf		-	\$ 2.5368	\$ -	\$ 2.1335	\$ -	\$ -	
<b>Total Rate NT - Rate DS</b>		<b>-</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	
<b>Total Distribution Charges</b>		<b>3,271,210</b>		<b>\$ 6,047,814</b>		<b>\$ 6,979,127</b>	<b>\$ 931,314</b>	
State Tax Adjustment Surcharge (STAS) - Rider A			0.00%	\$ -	0.00%	\$ -	\$ -	
Purchased Gas Costs (PGC) - Rider B (Rate N - Rate DS)			-	\$ 4.0678	\$ 4.3967	\$ -	\$ -	
TCJA Temporary Surcharge - Rider C			-2.87%	\$ (210,627)	0.00%	\$ -	\$ 210,627	
Merchant Function Charge (MFC) - Rider D (Rate N - Rate DS)			-	0.25%	\$ -	0.00%	\$ -	
Gas Procurement Charge (GPC) - Rider E (Rate N - Rate DS)			-	\$ 0.0420	\$ -	\$ -	\$ -	
<b>Energy Efficiency &amp; Conservation Rider (EEC) - Rider G</b>								
Rate DS - Rate DS		3,271,210	\$ (0.0391)	\$ (127,904)	\$ 0.0004	\$ 1,308	\$ 129,213	
Rate N/NT - Rate DS		-	\$ 0.0566	\$ -	\$ 0.0004	\$ -	\$ -	
		<b>3,271,210</b>		<b>\$ (127,904)</b>		<b>\$ 1,308</b>	<b>\$ 129,213</b>	
Distribution System Improvement Charge (DSIC) - Rider I		3,271,210	0.72%	\$ 51,919	0.00%	\$ -	\$ (51,919)	
<b>Gas Delivery Enhancement Rider (GDE) - Rider J</b>								
Rate DS - Rate DS		3,271,210	\$ 0.0006	\$ 1,963	\$ 0.0058	\$ 18,973	\$ 17,010	
Rate N/NT - Rate DS		-	\$ -	\$ -	\$ 0.0058	\$ -	\$ -	
		<b>3,271,210</b>		<b>\$ 1,963</b>		<b>\$ 18,973</b>	<b>\$ 17,010</b>	
Minimum Charges				\$ 2,309		\$ 2,309	\$ -	
<b>Total - Rate DS - North District</b>	<b>5,628</b>	<b>3,271,210</b>		<b>\$ 7,054,285</b>		<b>\$ 8,464,998</b>	<b>\$ 1,410,713</b>	<b>20.0%</b>

**UGI Utilities, Inc. - Gas Division**  
**Delivery Service - Rate Schedule DS**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

Exhibit E  
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Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
<b>Central District</b>								
Customer Charges								
Rate DS - Rate DS	3,408		\$ 192.27	\$ 655,256	\$ 260.00	\$ 886,080	\$ 230,824	
Rate N/NT - Rate DS	-		\$ 30.40	\$ -	\$ 260.00	\$ -	\$ -	
<b>Total Customer Charges</b>	<b>3,408</b>			<b>\$ 655,256</b>		<b>\$ 886,080</b>	<b>\$ 230,824</b>	
Distribution Charges								
Rate DS - Rate DS								
First 500 Mcf		978,031	\$ 2.5772	\$ 2,520,581	\$ 2.9550	\$ 2,890,082	\$ 369,500	
Over 500 Mcf		974,127	\$ 2.5772	\$ 2,510,519	\$ 2.9550	\$ 2,878,544	\$ 368,025	
<b>Total Rate DS - Rate DS</b>		<b>1,952,158</b>		<b>\$ 5,031,101</b>		<b>\$ 5,768,626</b>	<b>\$ 737,525</b>	
Rate N/NT - Rate DS								
First 500 Mcf		-	\$ 3.2097	\$ -	\$ 2.9550	\$ -	\$ -	
Over 500 Mcf		-	\$ 3.2097	\$ -	\$ 2.9550	\$ -	\$ -	
<b>Total Rate NT - Rate DS</b>		<b>-</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	
<b>Total Distribution Charges</b>		<b>1,952,158</b>		<b>5,031,101</b>		<b>5,768,626</b>	<b>\$ 737,525</b>	
State Tax Adjustment Surcharge (STAS) - Rider A			-0.36%	\$ (21,333)	0.00%	\$ -	\$ 21,333	
Purchased Gas Costs (PGC) - Rider B (Rate N - Rate DS)			4.0043	\$ -	\$ 4.3967	\$ -	\$ -	
TCJA Temporary Surcharge - Rider C			-6.34%	\$ (368,009)	0.00%	\$ -	\$ 368,009	
Merchant Function Charge (MFC) - Rider D (Rate N - Rate DS)			0.14%	\$ -	0.00%	\$ -	\$ -	
Gas Procurement Charge (GPC) - Rider E (Rate N - Rate DS)			0.0400	\$ -	\$ -	\$ -	\$ -	
Energy Efficiency & Conservation Rider (EEC) - Rider G								
Rate DS - Rate DS		1,952,158	\$ -	\$ -	\$ 0.0004	\$ 781	\$ 781	
Rate N/NT - Rate DS		-	\$ -	\$ -	\$ 0.0004	\$ -	\$ -	
<b>Total EEC</b>		<b>1,952,158</b>		<b>\$ -</b>		<b>\$ 781</b>	<b>\$ 781</b>	
Distribution System Improvement Charge (DSIC) - Rider I		1,952,158	7.50%	\$ 435,342	0.00%	\$ -	\$ (435,342)	
Gas Delivery Enhancement Rider (GDE) - Rider J								
Rate DS - Rate DS		1,952,158	\$ 0.0277	\$ 54,075	\$ 0.0058	\$ 11,323	\$ (42,752)	
Rate N/NT - Rate DS		-	\$ -	\$ -	\$ 0.0058	\$ -	\$ -	
<b>Total GDE</b>		<b>1,952,158</b>		<b>\$ 54,075</b>		<b>\$ 11,323</b>	<b>\$ (42,752)</b>	
Minimum Charges				\$ 118,205		\$ 118,205	\$ -	
<b>Total - Rate DS - Central District</b>	<b>3,408</b>	<b>1,952,158</b>		<b>\$ 5,904,636</b>		<b>\$ 6,785,014</b>	<b>\$ 880,378</b>	<b>14.9%</b>
<b>Total UGI Utilities, Inc. - Gas Division</b>	<b>18,648</b>	<b>10,878,010</b>		<b>\$ 34,184,844</b>		<b>\$ 34,674,983</b>	<b>\$ 490,139</b>	<b>1.4%</b>

**UGI Utilities, Inc. - Gas Division**  
**Large Firm Delivery Service - Rate Schedule LFD**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

	Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
South District	<b>Customer Charge</b>								
	LFD - LFD	3,252		\$ 700.00	\$ 2,276,400	\$ 670.00	\$ 2,178,840	\$ (97,560)	
	DS - LFD	-		\$ 290.00	\$ -	\$ 670.00	\$ -	\$ -	
	N/NT - LFD	-		\$ 16.00	\$ -	\$ 670.00	\$ -	\$ -	
	<b>Total Customer Charge</b>	<b>3,252</b>			<b>\$ 2,276,400</b>		<b>\$ 2,178,840</b>	<b>\$ (97,560)</b>	
	<b>Distribution Charge</b>								
	LFD - LFD								
	First 1,000 Mcf		2,946,145	\$ 1.5470	\$ 4,557,686	\$ 1.1380	\$ 3,352,713	\$ (1,204,973)	
	Over 1,000 Mcf		9,016,369	\$ 1.0465	\$ 9,435,630	\$ 1.1380	\$ 10,260,628	\$ 824,998	
	<b>Total LFD - LFD</b>		<b>11,962,514</b>		<b>\$ 13,993,316</b>		<b>\$ 13,613,341</b>	<b>\$ (379,976)</b>	
	DS - LFD								
	First 500 Mcf		-	\$ 3.5383	\$ -	\$ -	\$ -	\$ -	
	Over 500 Mcf		-	\$ 3.0383	\$ -	\$ -	\$ -	\$ -	
	<b>Total DS - LFD</b>				<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	
	DS - LFD								
	First 1,000 Mcf		-	\$ -	\$ -	\$ 1.1380	\$ -	\$ -	
	Over 1,000 Mcf		-	\$ -	\$ -	\$ 1.1380	\$ -	\$ -	
	<b>Total DS - LFD</b>				<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	
	N/NT - LFD								
	First 1,000 Mcf		-	\$ 3.6867	\$ -	\$ 1.1380	\$ -	\$ -	
	Over 1,000 Mcf		-	\$ 3.6867	\$ -	\$ 1.1380	\$ -	\$ -	
	<b>Total NT - LFD</b>				<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	
	<b>Total Distribution Charges</b>		<b>11,962,514</b>		<b>\$ 13,993,316</b>		<b>\$ 13,613,341</b>	<b>\$ (379,976)</b>	
	<b>Demand Charge</b>								
	LFD - LFD		619,956	\$ 5.4500	\$ 3,378,760	\$ 5.0706	\$ 3,143,549	\$ (235,211)	
	DS - LFD		-	\$ -	\$ -	\$ 5.0706	\$ -	\$ -	
	N/NT - LFD		-	\$ -	\$ -	\$ 5.0706	\$ -	\$ -	
	<b>Total Demand Charges</b>		<b>619,956</b>		<b>\$ 3,378,760</b>		<b>\$ 3,143,549</b>	<b>\$ (235,211)</b>	
	State Tax Adjustment Surcharge (STAS) - Rider A			-0.03%	\$ (6,225)	0.00%	\$ -	\$ 6,225	
	Purchased Gas Costs (PGC) - Rider B (Rate N - Rate LFD)		-	\$ 4.7354	\$ -	\$ 4.3967	\$ -	\$ -	
	TCJA Temporary Surcharge - Rider C		-	-4.71%	\$ (989,372)	0.00%	\$ -	\$ 989,372	
	Merchant Function Charge (MFC) - Rider D (Rate N - Rate LFD)		-	0.36%	\$ -	0.00%	\$ -	\$ -	
	Gas Procurement Charge (GPC) - Rider E (Rate N - Rate LFD)		-	\$ 0.0900	\$ -	\$ -	\$ -	\$ -	
	<b>Energy Efficiency &amp; Conservation Rider (EEC) - Rider G</b>								
	LFD - LFD		11,962,514	\$ 0.0008	\$ 9,570	\$ 0.0007	\$ 8,374	\$ (1,196)	
	DS - LFD		-	\$ (0.0161)	\$ -	\$ 0.0007	\$ -	\$ -	
	N/NT - LFD		-	\$ 0.0505	\$ -	\$ 0.0007	\$ -	\$ -	
	<b>Total EEC</b>		<b>11,962,514</b>		<b>\$ 9,570</b>		<b>\$ 8,374</b>	<b>\$ (1,196)</b>	
	<b>Technology and Economic Development Rider (TED) - Rider H</b>				\$ 69,615		\$ 69,615	\$ -	
	Minimum Bills				\$ 666,141		\$ 666,141	\$ -	
	Excess Requirement Option (ERO)				\$ 621,545		\$ 621,545	\$ -	
	Distribution System Improvement Charge (DSIC) - Rider I			3.45%	\$ 725,029	0.00%	\$ -	\$ (725,029)	
	<b>Gas Delivery Enhancement Rider (GDE) - Rider J</b>								
	LFD - LFD		11,962,514	\$ -	\$ -	\$ 0.0058	\$ 69,383	\$ 69,383	
	DS - LFD		-	\$ -	\$ -	\$ 0.0058	\$ -	\$ -	
	N/NT - LFD		-	\$ -	\$ -	\$ 0.0058	\$ -	\$ -	
	<b>Total GDE</b>		<b>11,962,514</b>		<b>\$ -</b>		<b>\$ 69,383</b>	<b>\$ 69,383</b>	
	<b>Total - Rate LFD - South District</b>	<b>3,252</b>	<b>11,962,514</b>		<b>\$ 20,744,779</b>		<b>\$ 20,370,787</b>	<b>\$ (373,993)</b>	<b>-1.8%</b>

**UGI Utilities, Inc. - Gas Division**  
**Large Firm Delivery Service - Rate Schedule LFD**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

	Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)	
North District	Customer Charge									
	LFD - LFD	1,308		\$ 700.00	\$ 915,600	\$ 670.00	\$ 876,360	\$ (39,240)		
	DS - LFD	-		\$ 229.00	\$ -	\$ 670.00	\$ -	\$ -		
	N/NT - LFD	-		\$ 34.00	\$ -	\$ 670.00	\$ -	\$ -		
	<b>Total Customer Charge</b>	<b>1,308</b>			<b>\$ 915,600</b>		<b>\$ 876,360</b>	<b>\$ (39,240)</b>		
	Distribution Charge									
	LFD - LFD		4,977,667	\$ 0.9167	\$ 4,563,027	\$ 1.1380	\$ 5,664,585	\$ 1,101,558		
	DS - LFD		-	\$ 1.8488	\$ -	\$ 1.1380	\$ -	\$ -		
	N/NT - LFD		-	\$ 2.5368	\$ -	\$ 1.1380	\$ -	\$ -		
	<b>Total Distribution Charges</b>		<b>4,977,667</b>		<b>\$ 4,563,027</b>		<b>\$ 5,664,585</b>	<b>\$ 1,101,558</b>		
	Demand Charge									
	LFD - LFD		309,024	\$ 3.6100	\$ 1,115,577	\$ 5.0706	\$ 1,566,937	\$ 451,360		
	DS - LFD		-	\$ -	\$ -	\$ 5.0706	\$ -	\$ -		
	N/NT - LFD		-	\$ -	\$ -	\$ 5.0706	\$ -	\$ -		
	<b>Total Demand Charges</b>		<b>309,024</b>		<b>\$ 1,115,577</b>		<b>\$ 1,566,937</b>	<b>\$ 451,360</b>		
	State Tax Adjustment Surcharge (STAS) - Rider A				0.00%	\$ -	0.00%	\$ -	\$ -	
	Purchased Gas Costs (PGC) - Rider B (Rate N - Rate LFD)			-	\$ 4.0678	\$ -	\$ 4.3967	\$ -	\$ -	
	TCJA Temporary Surcharge - Rider C				-2.87%	\$ (196,722)	0.00%	\$ -	\$ 196,722	
	Minimum Bills					\$ 260,225		\$ 260,225	\$ -	
Merchant Function Charge (MFC) - Rider D (Rate N - Rate LFD)			-	0.25%	\$ -	0.00%	\$ -	\$ -		
Gas Procurement Charge (GPC) - Rider E (Rate N - Rate LFD)			-	\$ 0.0420	\$ -	\$ -	\$ -	\$ -		
Energy Efficiency & Conservation Rider (EEC) - Rider G										
LFD - LFD		4,977,667	\$ (0.0183)	\$ (91,091)	\$ 0.0007	\$ 3,484	\$ 94,576			
DS - LFD		-	\$ (0.0391)	\$ -	\$ 0.0007	\$ -	\$ -			
N/NT - LFD		-	\$ 0.0566	\$ -	\$ 0.0007	\$ -	\$ -			
<b>Total EEC Charges</b>		<b>4,977,667</b>		<b>\$ (91,091)</b>		<b>\$ 3,484</b>	<b>\$ 94,576</b>			
Distribution System Improvement Charge (DSIC) - Rider I				0.72%	\$ 48,696	0.00%	\$ -	\$ (48,696)		
Gas Delivery Enhancement Rider (GDE) - Rider J										
LFD - LFD		4,977,667	\$ 0.00060	\$ 2,987	\$ 0.0058	\$ 28,870	\$ 25,884			
DS - LFD		-	\$ 0.00060	\$ -	\$ 0.0058	\$ -	\$ -			
N/NT - LFD		-	\$ -	\$ -	\$ 0.0058	\$ -	\$ -			
<b>Total GDE Charges</b>		<b>4,977,667</b>		<b>\$ 2,987</b>		<b>\$ 28,870</b>	<b>\$ 25,884</b>			
<b>Total - Rate LFD - North District</b>		<b>1,308</b>	<b>4,977,667</b>		<b>\$ 6,618,298</b>		<b>\$ 8,400,462</b>	<b>\$ 1,782,164</b>	<b>26.9%</b>	

**UGI Utilities, Inc. - Gas Division**  
**Large Firm Delivery Service - Rate Schedule LFD**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

	Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
Central District	Customer Charge								
	LFD - LFD	1,080		\$ 480.62	\$ 519,070	\$ 670.00	\$ 723,600	\$ 204,530	
	DS - LFD	-		\$ 192.27	\$ -	\$ 670.00	\$ -	\$ -	
	N/NT - LFD	-		\$ 30.40	\$ -	\$ 670.00	\$ -	\$ -	
	<b>Total Customer Charge</b>	<b>1,080</b>			<b>\$ 519,070</b>		<b>\$ 723,600</b>	<b>\$ 204,530</b>	
	Distribution Charge								
	LFD - LFD		4,700,084	\$ 1.2562	\$ 5,904,245	\$ 1.1380	\$ 5,348,695	\$ (555,550)	
	DS - LFD		-	\$ 2.5772	\$ -	\$ 1.1380	\$ -	\$ -	
	N/NT - LFD		-	\$ 3.2097	\$ -	\$ 1.1380	\$ -	\$ -	
	<b>Total Distribution Charges</b>		<b>4,700,084</b>		<b>\$ 5,904,245</b>		<b>\$ 5,348,695</b>	<b>\$ (555,550)</b>	
	Demand Charge								
	LFD - LFD		278,244	\$ 5.5000	\$ 1,530,342	\$ 5.0706	\$ 1,410,864	\$ (119,478)	
	DS - LFD		-	\$ -	\$ -	\$ 5.0706	\$ -	\$ -	
	N/NT - LFD		-	\$ -	\$ -	\$ 5.0706	\$ -	\$ -	
	<b>Total Demand Charges</b>		<b>278,244</b>		<b>\$ 1,530,342</b>		<b>\$ 1,410,864</b>	<b>\$ (119,478)</b>	
	State Tax Adjustment Surcharge (STAS) - Rider A			-0.36%	\$ (30,570)	0.00%	\$ -	\$ 30,570	
	Purchased Gas Costs (PGC) - Rider B (Rate N - Rate LFD)		-	\$ 4.0043	\$ -	\$ 4.3967	\$ -	\$ -	
	TCJA Temporary Surcharge - Rider C			-6.34%	\$ (524,941)	0.00%	\$ -	\$ 524,941	
	Minimum Bills				\$ 326,171		\$ 326,171	\$ -	
	Merchant Function Charge (MFC) - Rider D (Rate N - Rate LFD)		-	0.14%	\$ -	0.00%	\$ -	\$ -	
	Gas Procurement Charge (GPC) - Rider E (Rate N - Rate LFD)		-	\$ 0.0400	\$ -	\$ -	\$ -	\$ -	
	Energy Efficiency & Conservation Rider (EEC) - Rider G								
	LFD - LFD		4,700,084	\$ -	\$ -	\$ 0.0007	\$ 3,290	\$ 3,290	
	DS - LFD		-	\$ -	\$ -	\$ 0.0007	\$ -	\$ -	
	N/NT - LFD		-	\$ -	\$ -	\$ 0.0007	\$ -	\$ -	
	<b>Total EEC Charges</b>		<b>4,700,084</b>		<b>\$ -</b>		<b>\$ 3,290</b>	<b>\$ 3,290</b>	
	Distribution System Improvement Charge (DSIC) - Rider I			7.50%	\$ 606,482	0.00%	\$ -	\$ (606,482)	
	Gas Delivery Enchangement Rider (GDE) - Rider J								
	LFD - LFD		4,700,084	\$ 0.0277	\$ 130,192	\$ 0.0058	\$ 27,260	\$ (102,932)	
	DS - LFD		-	\$ 0.0277	\$ -	\$ 0.0058	\$ -	\$ -	
	N/NT - LFD		-	\$ -	\$ -	\$ 0.0058	\$ -	\$ -	
	<b>Total GDE Charges</b>		<b>4,700,084</b>		<b>\$ 130,192</b>		<b>\$ 27,260</b>	<b>\$ (102,932)</b>	
	<b>Total - Rate LFD - Central District</b>	<b>1,080</b>	<b>4,700,084</b>		<b>\$ 8,460,992</b>		<b>\$ 7,839,881</b>	<b>\$ (621,111)</b>	<b>-7.3%</b>
<b>Total UGI Utilities, Inc. - Gas Division</b>		<b>5,640</b>	<b>21,640,265</b>		<b>\$ 35,824,069</b>		<b>\$ 36,611,129</b>	<b>\$ 787,060</b>	<b>2%</b>

**UGI Utilities, Inc. - Gas Division**  
**Extended Large Firm Delivery Service - Rate Schedule XD**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

	Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
South District	Customer Charge	360		\$ 26,855.31	\$ 9,667,912	\$ 26,855.31	\$ 9,667,912	\$ -	
	Distribution Charge		21,025,973	\$ 0.1841	\$ 3,871,307	\$ 0.1841	\$ 3,871,307	\$ -	
	Excess Requirement Option		5,400	\$ 3.6250	\$ 19,575	\$ 3.6250	\$ 19,575	\$ -	
	Minimum Charges				\$ 182,388		\$ 182,388	\$ -	
	TCJA Temporary Surcharge - Rider C			-4.71%	\$ (626,933)	0.00%	\$ -	\$ 626,933	
	Distribution System Improvement Charge (DSIC) - Rider I				\$ 109,063	0.00%	\$ -	\$ (109,063)	
	<b>Total - Rates XD - South District</b>	<b>360</b>	<b>21,025,973</b>		<b>\$ 13,223,312</b>		<b>\$ 13,741,182</b>	<b>\$ 517,870</b>	<b>3.9%</b>
North District	Customer Charge	192		\$ 58,688.32	\$ 11,268,157	\$ 58,688.32	\$ 11,268,157	\$ -	
	Distribution Charge		137,540,050	\$ 0.0290	\$ 3,993,140	\$ 0.0290	\$ 3,993,140	\$ -	
	Minimum Charges				\$ 34,527		\$ 34,527	\$ -	
	TCJA Temporary Surcharge - Rider C		486,927	-2.87%	\$ (486,927)	0.00%	\$ -	\$ 486,927	
	Distribution System Improvement Charge (DSIC) - Rider I				\$ 32,488	0.00%	\$ -	\$ (32,488)	
	<b>Total - Rates XD - North District</b>	<b>192</b>	<b>137,540,050</b>		<b>\$ 14,841,385</b>		<b>\$ 15,295,824</b>	<b>\$ 454,439</b>	<b>3.1%</b>
Central District	Customer Charge	96		\$ 18,151.63	\$ 1,742,556	\$ 18,151.63	\$ 1,742,556	\$ -	
	Distribution Charge		5,817,623	\$ 0.4077	\$ 2,372,028	\$ 0.4077	\$ 2,372,028	\$ -	
	Demand Charge		250,080	\$ 4.7924	\$ 1,198,484	\$ 4.7924	\$ 1,198,484	\$ -	
	State Tax Adjustment Surcharge (STAS) - Rider A			-0.36%	\$ (19,269)	0.00%	\$ -	\$ 19,269	
	TCJA Temporary Surcharge - Rider C			-6.34%	\$ (336,849)	0.00%	\$ -	\$ 336,849	
	Distribution System Improvement Charge (DSIC) - Rider I				\$ 376,158	0.00%	\$ -	\$ (376,158)	
	<b>Total - Rates XD - Central District</b>	<b>96</b>	<b>5,817,623</b>		<b>\$ 5,333,109</b>		<b>\$ 5,313,068</b>	<b>\$ (20,041)</b>	<b>-0.4%</b>
<b>Total UGI Utilities, Inc. - Gas Division</b>		<b>648</b>	<b>164,383,646</b>		<b>\$ 33,397,806</b>		<b>\$ 34,350,074</b>	<b>\$ 952,268</b>	<b>3%</b>

**UGI Utilities, Inc. - Gas Division**  
**Interruptible Service - Rate Schedule IS**  
**Calculation of the Effect of Proposed Rates**  
**12-Months Ending September 30, 2020**

	Description	Number of Bills (1)	Pro Forma Consumption Mcf (2)	Current Rate (3)	Current Revenue (4)	Proposed Rate (6)	Proposed Revenue (7)	Proposed Revenue Change (8)	% Change (9)
South District	Customer Charge	3,744		\$ 820.62	\$ 3,072,407	\$ 820.62	\$ 3,072,407	\$ -	
	Distribution Charge		51,730,781	\$ 0.3038	\$ 15,715,933	\$ 0.2968	\$ 15,355,285	\$ (360,648)	
	Minimum Charges				\$ 84,555		\$ 84,555	\$ -	
	TCJA Temporary Surcharge - Rider C			-4.71%	\$ (888,913)	0.00%	\$ -	\$ 888,913	
	Distribution System Improvement Charge (DSIC) - Rider I				\$ 590,648	0.00%	\$ -	\$ (590,648)	
	<b>Total - Rates IS - South District</b>	<b>3,744</b>	<b>51,730,781</b>		<b>\$ 18,574,630</b>		<b>\$ 18,512,247</b>	<b>\$ (62,383)</b>	<b>-0.3%</b>
North District	Customer Charge	396		\$ 2,833.32	\$ 1,121,993	\$ 2,833.32	\$ 1,121,993	\$ -	
	Distribution Charge		1,335,083	\$ 1.1953	\$ 1,595,815	\$ 1.1707	\$ 1,563,013	\$ (32,802)	
	Minimum Charges				\$ 15,960		\$ 15,960	\$ -	
	TCJA Temporary Surcharge - Rider C			-2.87%	\$ (78,459)	0.00%	\$ -	\$ 78,459	
	Distribution System Improvement Charge (DSIC) - Rider I				\$ 19,185	0.00%	\$ -	\$ (19,185)	
	<b>Total - Rates IS - North District</b>	<b>396</b>	<b>1,335,083</b>		<b>\$ 2,674,494</b>		<b>\$ 2,700,966</b>	<b>\$ 26,472</b>	<b>1.0%</b>
Central District	Customer Charge	420		\$ 2,352.14	\$ 987,900	\$ 2,352.14	\$ 987,900	\$ -	
	Distribution Charge		2,747,077	\$ 0.8921	\$ 2,450,749	\$ 0.8573	\$ 2,355,199	\$ (95,550)	
	State Tax Adjustment Surcharge (STAS) - Rider A			-0.36%	\$ (12,476)	0.00%	\$ -	\$ 12,476	
	Minimum Charges				\$ 45,688		\$ 45,688	\$ -	
	TCJA Temporary Surcharge - Rider C			-6.34%	\$ (220,907)	0.00%	\$ -	\$ 220,907	
	Distribution System Improvement Charge (DSIC) - Rider I				\$ 202,013	0.00%	\$ -	\$ (202,013)	
	<b>Total - Rates IS - Central District</b>	<b>420</b>	<b>2,747,077</b>		<b>\$ 3,452,967</b>		<b>\$ 3,388,787</b>	<b>\$ (64,180)</b>	<b>-1.9%</b>
<b>Total UGI Utilities, Inc. - Gas Division</b>		<b>4,560</b>	<b>55,812,941</b>		<b>\$ 24,702,091</b>		<b>\$ 24,602,000</b>	<b>\$ (100,091)</b>	<b>0%</b>

**Appendix C**

**Proposed Findings of Fact**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	R-2018-3006814
Office of Consumer Advocate	:	C-2019-3007753
Office of Small Business Advocate	:	C-2019-3007756
Keith P. Dolon	:	C-2019-3007953
Gail L. Hoffer & Bernadette Margel	:	C-2019-3008002
James J. Knowlton	:	C-2019-3008606
Christopher Visco	:	C-2019-3008737
Ruth E. Neely	:	C-2019-3008833
Sam Galdieri	:	C-2019-3009325
Billie Sue Atkinson	:	C-2019-3009949
	:	
	:	
v.	:	
	:	
UGI Utilities, Inc. – Gas Division	:	

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**JOINT PROPOSED FINDINGS OF FACT**

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UGI Utilities, Inc. – Gas Division (“UGI Gas” or the “Company”), the Bureau of Investigation and Enforcement (“I&E”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (“CAUSE-PA”), the Commission for Economic Opportunity (“CEO”), Natural Gas Supplier Parties (“NGS”) and the Retail Energy Supply Association (“RESA”) (collectively, “NGS/RESA”), UGI Energy Services, Inc. (“UGIES”), and Direct Energy,<sup>1</sup> all Parties to the above-captioned proceeding (hereinafter, collectively the “Joint Petitioners” or the “Parties”), hereby propose the following findings of fact:

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<sup>1</sup> Direct Energy collectively refers to Direct Energy Business, LLC, Direct Energy Services, LLC, and Direct Energy Business Marketing, LLC.

1. On January 28, 2019, UGI Gas filed Tariff Gas – PA. P.U.C. Nos. 7 and 7S to be effective for service rendered on or after March 29, 2019, proposing changes to UGI Gas’s base retail distribution rates designed to produce an increase in revenues of approximately \$71.1 million, based upon data for a fully projected future test year ending September 30, 2020.

2. On February 28, 2019, the Commission issued an Order suspending Tariff Gas – PA. P.U.C. Nos. 7 and 7S until October 29, 2019, unless otherwise directed by Order of the Commission. *See February 28, 2019 Order*, Para. 2, Docket No. R-2018-3006814.

3. UGI Gas is a jurisdictional public utility providing natural gas distribution service to customers in forty-five (45) counties in the Commonwealth of Pennsylvania.

4. I&E is the prosecutory bureau for purposes of representing the public interest in ratemaking and service matters before the Office of Administrative Law Judge and for enforcing compliance with the state and federal motor carrier safety and gas safety laws and regulations. *Implementation of Act 129 of 2008 Organization of Bureau and Offices*, Docket No. M-2008-20071852 (Order entered August 11, 2011).

5. Complainant OCA is authorized to represent the interests of consumers before the Commission. Act 161 of 1976, 71 P.S. § 309-2.

6. Complainant OSBA is authorized to represent the interests of small business consumers of utility service in Pennsylvania under the provisions of the Small Business Advocate Act. Act 181 of 1988, 73 P.S. §§ 399.41 - 399.50.

7. CAUSE-PA is an unincorporated association of low-income individuals that advocates on behalf of its members to enable consumers of limited economic means to connect to and maintain affordable water, electric, heating and telecommunications services.

8. CEO is a not-for-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania which serves as an advocate for the low-income population of Luzerne County.

9. NGS/RESA is composed of two NGS parties, Dominion Energy Solutions, Inc., and Shipley Choice LLC d/b/a/ Shipley Energy, as well as RESA. RESA is an organization representing a group of retail energy suppliers dedicated to promoting efficient, sustainable and customer-oriented competitive retail energy markets.

10. The Direct Energy Companies are NGSs that operate in the UGI Gas service territory.

11. UGIES is an NGS that operates in the UGI Gas service territory, and is an affiliate of UGI Gas.

12. In addition to the active parties listed in Paragraphs 3 through 11, the following inactive parties are involved in this proceeding: the Laborers' District Council of Eastern Pennsylvania (which filed direct testimony in this proceeding, but did not otherwise participate); and customer complainants Keith P. Dolon, Gail L. Hoffer & Bernadette Margel, James J. Knowlton, Christopher Visco, Ruth E. Neely, Sam Galdieri, and Billie Sue Atkinson.

13. The active parties engaged in extensive discovery throughout the proceeding.

14. I&E, OCA, OSBA, CAUSE-PA, CEO, NGS/RESA, and Direct Energy submitted testimony in opposition to various portions of the Company's base retail distribution rate filing.

15. The active parties submitted a total of five rounds of testimony in support of their respective positions, including: Company direct testimony, other parties' direct testimony, rebuttal testimony, surrebuttal testimony, and rejoinder testimony.

16. The active Parties agreed to a settlement that fully resolves all issues among them.

17. The active Parties are in full agreement that the Settlement is in the public interest as a reasonable resolution of their respective interests and should be approved.

**Appendix D**

**Proposed Conclusions of Law**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	R-2018-3006814
Office of Consumer Advocate	:	C-2019-3007753
Office of Small Business Advocate	:	C-2019-3007756
Keith P. Dolon	:	C-2019-3007953
Gail L. Hoffer & Bernadette Margel	:	C-2019-3008002
James J. Knowlton	:	C-2019-3008606
Christopher Visco	:	C-2019-3008737
Ruth E. Neely	:	C-2019-3008833
Sam Galdieri	:	C-2019-3009325
Billie Sue Atkinson	:	C-2019-3009949
	:	
	:	
v.	:	
	:	
UGI Utilities, Inc. – Gas Division	:	

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**JOINT PROPOSED CONCLUSIONS OF LAW**

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UGI Utilities, Inc. – Gas Division (“UGI Gas” or the “Company”), the Bureau of Investigation and Enforcement (“I&E”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (“CAUSE-PA”), the Commission for Economic Opportunity (“CEO”), Natural Gas Supplier Parties (“NGS”) and the Retail Energy Supply Association (“RESA”) (collectively, “NGS/RESA”), UGI Energy Services, Inc. (“UGIES”), and Direct Energy,<sup>1</sup> all Parties to the above-captioned proceeding (hereinafter, collectively the “Joint Petitioners” or the “Parties”), hereby propose the following conclusions of law:

1. Rates made, demanded, or received by any public utility shall be just and reasonable, and in conformity with regulations or orders of the commission. 66 Pa.C.S. § 1301.

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<sup>1</sup> Direct Energy collectively refers to Direct Energy Business, LLC, Direct Energy Services, LLC, and Direct Energy Business Marketing, LLC.

2. The burden of proving the justness and reasonableness of the utility's rate increase rests upon the public utility. 66 Pa.C.S. § 315(a); *Lower Frederick Twp. v. Pa. Pub. Util. Comm'n*, 409 A.2d 505 (Pa. Cmwlth. Ct. 1980).

3. While the burden of proof remains with the public utility throughout the rate proceeding, the Commission has stated that where a party proposes an adjustment to a ratemaking claim of a utility, the proposing party bears the burden of presenting some evidence or analysis tending to demonstrate the reasonableness of the adjustment. *Pa. Pub. Util. Comm'n v. Aqua Pennsylvania, Inc.*, Docket No. R-00072711 (Opinion and Order entered July 17, 2008).

4. The Commission is not required to consider expressly and at length each contention and authority brought forth by each party to the proceeding. *University of Pennsylvania v. Pa. Pub. Util. Comm'n.*, 86 Pa. Cmwlth. 410, 485 A.2d 1217 (1984).

5. Commission policy promotes settlements. See 52 Pa. Code § 5.231. Settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. See 52 Pa. Code § 69.401.

6. Parties to settled cases are afforded flexibility in reaching amicable resolutions, so long as the settlement is in the public interest. *Pa. Pub. Util. Comm'n v. MXenergy Electric Inc.*, Docket No. M-2012-2201861, 2013 Pa. PUC LEXIS 789, 310 P.U.R.4th 58 (Opinion and Order entered Dec. 5, 2013).

7. In order to approve a settlement, the Commission must first determine that the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm'n v. Windstream Pennsylvania, LLC*, Docket No. M-2012-2227108, 2012 Pa. PUC LEXIS 1535 (Opinion and Order entered Sept. 27, 2012); *Pa. Pub. Util. Comm'n v. C.S. Water and Sewer Assoc.*, Docket No. R-881147, 74 Pa. PUC 767 (Opinion entered July 22, 1991).

8. The Joint Petition for Approval of Settlement of All issues is in the public interest.

**Appendix E**

**Proposed Ordering Paragraphs**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	R-2018-3006814
Office of Consumer Advocate	:	C-2019-3007753
Office of Small Business Advocate	:	C-2019-3007756
Keith P. Dolon	:	C-2019-3007953
Gail L. Hoffer & Bernadette Margel	:	C-2019-3008002
James J. Knowlton	:	C-2019-3008606
Christopher Visco	:	C-2019-3008737
Ruth E. Neely	:	C-2019-3008833
Sam Galdieri	:	C-2019-3009325
Billie Sue Atkinson	:	C-2019-3009949
	:	
v.	:	
	:	
UGI Utilities, Inc. – Gas Division	:	

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**JOINT PROPOSED ORDERING PARAGRAPHS**

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UGI Utilities, Inc. – Gas Division (“UGI Gas” or the “Company”), the Bureau of Investigation and Enforcement (“I&E”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (“CAUSE-PA”), the Commission for Economic Opportunity (“CEO”), Natural Gas Supplier Parties (“NGS”) and the Retail Energy Supply Association (“RESA”) (collectively, “NGS/RESA”), UGI Energy Services, Inc. (“UGIES”), and Direct Energy,<sup>1</sup> and all Parties to the above-captioned proceeding (hereinafter, collectively the “Joint Petitioners” or the “Parties”), hereby propose the following ordering paragraphs:

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<sup>1</sup> Direct Energy collectively refers to Direct Energy Business, LLC, Direct Energy Services, LLC, and Direct Energy Business Marketing, LLC.

1. That the Joint Petition for Approval of Settlement of All Issues (“Settlement”) is approved without modification.
2. That the proposals set forth in UGI Gas’s January 28, 2019 distribution base rate increase filing at Docket No. R-2018-3006814, are approved subject to the terms and conditions of the Settlement.
3. That the *pro forma* tariff attached to the Settlement as Appendix A is approved.
4. That UGI Gas is authorized to file the tariff approved in Ordering Paragraph 3 to be effective on or before October 29, 2019 for service rendered thereafter.
5. That the proof of revenues attached to the Settlement as Appendix B is approved.
6. That UGI Gas shall file the proof of revenues approved in Ordering Paragraph 5 with its tariff filing.
7. That UGI Gas shall allocate the authorized increase in operating revenue to each customer class and rate schedule within each in the manner prescribed in the Final Commission Order.
8. That UGI Gas shall be authorized to implement rates designed to produce an annual distribution rate revenue increase of \$30.0 million, to become effective on or before October 29, 2019 for service rendered thereafter.
9. That UGI Gas shall submit an update to Revised Exhibit A, Schedule C-2 to I&E, OCA, and OSBA no later than January 2, 2020, which update should include actual capital expenditures, plant additions, and retirements by month from October 1, 2018 through September 30, 2019, and an additional update to Schedule C-2 for actual expenditures by month from October 1, 2019 through September 30, 2020 shall be filed no later than January 2, 2021.

10. That, as of the effective date of the Commission's Final Order in this case, UGI Gas will be eligible to include plant additions in the Distribution System Improvement Charge ("DSIC") once the total net plant balances reach the levels projected to be in service in Revised UGI Gas Exhibit A as of September 30, 2020 (\$2,875,056,000.00), consistent with Settlement Paragraph 19.

11. That, for purposes of calculating its DSIC, UGI Gas shall use the equity return rate for gas utilities contained in the Commission's most recent Quarterly Report on the Earnings of Jurisdictional Utilities and shall update the equity return rate each quarter consistent with any changes to the equity return rate for gas utilities contained in the most recent Quarterly Earnings Report per Settlement Paragraph 20.

12. That the overall revenue requirement established in this proceeding assumes that the Company's proposed Energy Efficiency and Conservation ("EE&C") Plan test year modifications, including the expansion of the program into the UGI Central rate district, are approved as part of this proceeding subject to the modifications in Settlement Paragraphs 32 through 36. The overall revenue requirement includes annual EE&C expenditures.

13. That the use per customer and number of customer billing determinants utilized in the proof of revenue (UGI Gas Exhibit E) are those set forth in the Company's initial filing, except that the sales for Rate R/RT shall be increased by 1,128,518 Mcf (2 Mcf per year per Rate R/RT heating customer).

14. That the revenue allocations in Settlement Paragraph 23 are approved.

15. That UGI Gas's proposal to move all rate classes to uniform distribution rates on the effective date of new rates established in this proceeding is accepted, provided, however, that

for Rate N/NT and Rate DS, uniform distribution rates will be achieved in two steps consistent with Settlement Paragraph 24.

16. That Purchased Gas Cost (“PGC”) rate consolidation will occur with the effective date of the new PGC year, December 1, 2019.

17. That the customer charges in Settlement Paragraph 25 are approved.

18. That the Company’s proposed Extension and Expansion Fund and Interruptible Sharing Mechanism are withdrawn.

19. That the Growth Extension Tariff (“GET Gas”) pilot program will continue for an additional five years subject to annual reporting requirements, and that the customer surcharges identified in Settlement Paragraph 27 are approved. Effective with the effective date of new rates in this proceeding, the Company may continue to use the GET Gas program to expand into additional underserved and unserved areas of its certificated service territory except in Gas Beyond the Mains territories already determined uneconomic by the Commission. The Company will include in each above-referenced annual report an economic evaluation including cost, saturation and revenue projections for each GET Gas project.

20. That the Company’s proposed Universal Service Program (“USP”) Rider is accepted, provided that the 9.2 percent Customer Assistance Program (“CAP”) Credit bad debt offset will be applied where CAP enrollment exceeds 19,672 CAP customers.

21. That UGI Gas’s proposal to flow-back January through June 2018 Tax Cuts And Jobs Act tax savings to customers, including applicable interest, is accepted.

22. That the question of how to address an error in the recovery of PGC revenues described in the testimony of Megan Mattern will be addressed in the 2019 PGC proceeding.

23. That UGI Gas’s proposal to eliminate ACH and credit card fees is accepted.

24. That UGI Gas's EE&C Plan is approved as revised by the Settlement, consistent with Settlement Paragraph 32, including the Company's proposal to extend the current EE&C programs to the Central rate district. The Company's proposed modifications to the EE&C plan and associated budgets are accepted for the five year period covering fiscal years 2020 thru 2024.

25. That the proposal to allocate EE&C evaluation costs amongst all rate classes for ratemaking recovery as they are incurred is approved.

26. That the proposal to restrict EE&C program budgets so that program funds cannot be moved between residential and nonresidential rate classes is approved. Specifically, budget flexibility within a rate class' portfolio will be limited to twenty-five (25) percent of a program's five-year total budget, and the Company will petition the Commission for approval of changes of twenty-five (25) percent or more of a five-year total program budget within a rate class.

27. That UGI Gas will discontinue recovery of \$100,000 of LIURP funding through its EE&C Rider.

28. That the EE&C Residential Retrofit Program will be modified as described in Settlement Paragraph 36. The Residential Retrofit Program assessment fee waiver, including all direct install measures implemented under a fee-waived assessment, will be capped at \$250,000 annually. The \$250,000 is not incremental of the Residential Retrofit Program budget.

29. That the commitment made by UGI Gas to maintain its existing business relationship with Community Based Organizations ("CBOs"), subject to each individual CBO's continued performance in conformance with the Company's Universal Service and Energy Conservation Plan ("USECP") rules and its contract with the Company, is adopted.

30. That UGI Gas will maintain the current funding allocation proposed in its pending USECP at Docket No. M-2017-2598190 across the geographic footprint of its former three rate

districts unless and until a new allocation is proposed and approved as part of its next triennial USECP filing. Modifications to funding shall be consistent with Settlement Paragraph 38.

31. That the Commission approves the proposal to roll over unspent program dollars for UGI Gas's Consolidated LIURP and Hardship Fund programs at the end of a program year. The unspent program dollars will be added to the budget for the following year.

32. That the increase to UGI Gas's aggregate LIURP expenditures by \$400,000 for its pending triennial USECP, with such funding to commence no earlier than January 1, 2020, is approved.

33. That the Commission approves the proposal to increase UGI Gas's aggregate Gas LIURP budget by \$100,000 per year starting no earlier than January 1, 2020, in order to provide additional funding for the UGI Gas Emergency Furnace Repair Program. The Program will be open to all eligible customers throughout the service territory.

34. That UGI Gas will provide third party notification forms to its CBOs for inclusion in their assistance applications. To the extent that CBOs charge UGI Gas for use of these third party notification forms, UGI Gas will be permitted to recover these costs through the USP Rider.

35. That UGI Gas will revise its letter, as well as its call scripts, training materials, and other written policies and procedures, to clarify that enrollment in CAP is not a requirement to obtain a security deposit waiver, and to clarify the steps that the customer must take to obtain a security deposit waiver. UGI Gas will review its revised materials at its annual Universal Service Program Collaborative Meeting, and will solicit feedback and recommendations for further revisions from participants at the meeting.

36. That UGI Gas will review currently held security deposits on a monthly basis, and will issue a bill credit or refund for any deposit previously collected from a confirmed low income customer. UGI Gas will continue this monthly review process until programming for a permanent fix to its billing system is complete and operationalized.

37. That UGI Gas will review CAP rates for those enrolled in the average bill or percentage of income CAP rate plans on a quarterly basis in order to determine whether a more affordable rate plan is available. To the extent the CAP customer qualifies, the CAP customer's applicable CAP rate will be adjusted to the lowest available rate at the time of review. UGI Gas will be permitted to recover any just and reasonably incurred Information Technology costs associated with formalizing this practice in its customer billing system through its Rider USP. Such costs to be recovered through the USP will be capped at \$125,000. UGI Gas will be permitted to recover all Information Technology costs associated with formalizing this practice in its customer billing system through its Rider USP. UGI Gas will begin this review process within 10 months of the effective date of rates. Within 90 days after the first quarterly CAP rate adjustment is made, UGI Gas will report to the parties on the number of rate adjustments made through this review process.

38. That UGI Gas will eliminate its restriction on Budget Billing enrollment that bars the enrollment of customers in arrears in Budget Billing. Any arrearage balance and payments towards the arrearage balance will be accounted for separately from the customer's Budget Bill amount.

39. That UGI Gas will implement the settlement provisions relating to changes to its universal service program within ninety (90) days of the effective date of the rate increase, except where otherwise indicated. UGI Gas will file a status report with the Commission

certifying that the agreed-upon policy changes have been implemented within one hundred and eighty (180) days of the effective date of the rate increase.

40. That the Company's proposed choice and non-choice transportation program rules are approved and shall become effective November 1, 2019, in the case of the choice transportation program and November 1, 2020, in the case of the non-choice transportation program, except where modified by the Settlement.

41. That UGI Gas's proposal to adopt a non-choice daily balancing tolerance of four and one-half percent (4.5%) effective November 1, 2020 is approved.

42. That, for Rate NNS, UGI Gas will adjust the storage trip cost in the calculation of Rate NNS charges to \$0.3483 per Mcf. The resulting Rate NNS charges will be as stated in Settlement Paragraph 53.

43. That, for Rate MBS, UGI Gas will include storage demand charges on a 100 percent load factor basis in the development of the rate, and will update the average monthly imbalance utilized in the development of Rate MBS charges annually with the actual average monthly imbalance for the 12 month period ending September to determine the new Rate MBS charges effective December 1 of each year. The Company shall include the new Rate MBS charges as part of its annual PGC compliance filing. The resulting initial Rate MBS charges will be as stated in Settlement Paragraph 54.

44. That UGI Gas will delay implementation of the interconnections with the Sunbury Pipeline and Mt. Bethel Pipeline as Acceptable Substitute Delivery Points for non-choice transportation customer deliveries until November 1, 2023, provided that those points may be used for purchased gas cost obligations and choice related peaking and delivered services.

45. That UGI Gas shall provide written notice on its Gas Management Website of any proposed interconnection points within thirty days of the execution of an Interconnection Agreement with the Company where the interconnecting entity elects to have the Interconnection Point included as an Acceptable Substitute Delivery Point consistent with Settlement Paragraph 55.

46. That the weighted average cost of demand for customers served under Rates DS and LFD shall be as provided in Settlement Paragraph 56. The Company's capacity assignment proposals for Rate XD are accepted as filed.

47. That UGI Gas will maintain a supply nomination deadline for Delivered Supply under the choice program of 8:45 am. The Company shall provide the Daily Delivery Requirement target no later than 8:15 am. The deadline for Bundled Supply under the choice program shall be at 2:00 pm.

48. That UGI Gas will institute a common DUNS number for the purpose of making customer and delivery nominations under the choice transportation program effective November 1, 2019. Effective November 1, 2020, the Company will institute a common DUNS number for the purpose of making customer and delivery nominations under the non-choice transportation program.

49. That UGI Gas's proposal to expand daily metering is accepted, as discussed in the Direct Testimony of Shaun Hart, UGI Statement No. 9. The Company will exercise best efforts to transfer the remaining non-choice transportation accounts to calendar month billing and balancing pools by no later than November 1, 2020.

50. That UGI Gas will merge the Southeast and Southwest regions. The updated delivery split requirements will be as stated in Settlement Paragraph 60.

51. That UGI Gas will modify its Eligible Customer List to provide associated customer delivery region designations. UGI Gas will continue to provide certain information concerning choice customers in accordance with the Commission's customer information disclosure regulations at 52 Pa. Code §62.78. For non-choice customers, the Company will post a listing of account numbers and their respective delivery region designations on its password protected website accessible only to authorized Company personnel and licensed NGSs qualified to do business on the UGI Gas system.

52. That UGI Gas shall release to suppliers a full list of producers directly connected to the UGI Gas system on a password protected website accessible only by authorized Company personnel and licensed NGSs.

53. That UGI Gas will analyze the capability to provide a virtual storage proposal to NGSs who provide "choice" natural gas supply service on the UGI Gas distribution system that will allow suppliers to manage injections and withdrawals of supply through nominations made to the Company consistent with the provisions in Settlement Paragraph 63.

54. That annual differences between \$4.188 million and actual expenditures for environmental costs shall be deferred as a regulatory asset where expenditures are greater than \$4.188 million per year or as a regulatory liability where expenditures are less than \$4.188 million on an annual basis and accumulated for book and ratemaking purposes until the Company's next base rate case, consistent with Settlement Paragraph 64.

55. That the Commission approves the combined annual environmental remediation expense, amortized for book and ratemaking purposes, of \$1.621 million, which reflects the use of a five-year amortization period applied to the combined regulatory asset balances of \$8.103 million set forth on UGI Gas Exhibit A, Schedule D-8, lines 9 and 13.

56. That UGI Gas's Accumulated Deferred Income Tax and pro-rationing methodology as required by Treasury Regulation 1.167(l)-1(h)(6)(ii) is accepted. Further, the Company's method to amortize Excess Accumulated Deferred Federal Income Taxes ("EDFIT") according to the Average Rate Assumption Method is accepted. Absent a change in federal or state law, regulation, judicial precedent or policy, the remaining unamortized EDFIT balance will continue as a reduction to rate base in all future proceedings until the full amount is returned to ratepayers.

57. That the Commission accepts that for purposes of determining the revenue requirement in this case, all capitalized repairs deductions claimed on a tax return have been normalized for ratemaking purposes and the appropriate related amount of tax effect of those deductions has been reflected as Accumulated Deferred Income Taxes as a reduction to UGI Gas's rate base.

58. That the Company's proposed accounting treatment for UNITE and Hypercare costs is approved.

59. That the Commission approves UGI Gas's proposal to record the costs associated with its mechanical tee remediation program as capital investment for book accounting purposes, effective October 1, 2018.

60. That the Commission adopts the Company's as-filed depreciation rates, which are accepted for the Company's accounting purposes.

61. That UGI Gas will continue conducting separate risk analyses for each of the three districts and will continue to maintain a combined system-wide calculated risk for all assets across company territories in one master DIMP record which will be utilized for LTIP prioritization purposes.

62. That UGI Gas will continue taking affirmative steps to reduce restoration costs, through efforts including, but not limited to, coordinating pipe replacement projects with other street projects, and replacing pipe using trenchless construction techniques where technically and economically feasible.

63. That UGI Gas will hold a one-time stakeholder meeting with the Commission's Safety Division, and any other interested parties to this proceeding, within sixty (60) days following the final order in this proceeding, to elicit input into potential strategies designed to reduce construction and restoration costs associated with pipeline replacement projects.

64. That UGI Gas will maintain a competitive alternative analysis for each interruptible customer with alternate fuel capability every five (5) years consistent with the provisions of Settlement Paragraph 73. The first Interruptible Customer Competitive Analysis will be provided in the next base rate case.

65. That the investigation at Docket No. R-2018-3006814 is terminated upon the filing of the approved tariffs.

66. That the formal Complaint filed by the Office of Consumer Advocate at Docket No. C-2019-3007753, is closed as satisfied.

67. That the formal Complaint filed by the Office of Small Business Advocate at Docket No. C-2019-3007756, is closed as satisfied.

68. That the formal Complaint filed by Keith P. Dolon at Docket No. C-2019-3007953, is dismissed.

69. That the formal Complaint filed by Gail L. Hoffer and Bernadette Margel at Docket No. C-2019-3008002, is dismissed.

70. That the formal Complaint filed by James J. Knowlton at Docket No. C-2019-3008606, is dismissed.

71. That the formal Complaint filed by Christopher Visco at Docket No. C-2019-3008737, is dismissed.

72. That the formal Complaint filed by Ruth E. Neely at Docket No. C-2019-3008833, is dismissed.

73. That the formal Complaint filed by Sam Galdieri at Docket No. C-2019-3009325, is dismissed.

74. That the formal Complaint filed by Billie Sue Atkinson at Docket No. C-2019-3009949, is dismissed.