

# Philadelphia Gas Works

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August 23, 2010

## VIA EXPRESS MAIL

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
2<sup>nd</sup> Floor, 1 North  
400 North Street  
Harrisburg, PA 17120

# RECEIVED

AUG 20 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Pennsylvania Public Utility Commission v. Philadelphia Gas Works  
Docket Nos. R-2009-2139884; P-2009-2097639

Dear Secretary Chiavetta,

In accordance with the Opinion and Order entered July 29, 2010, Philadelphia Gas Works filed its Tariff Supplement No. 42 with regard to the above referenced matter on August 9, 2010 and a corrected page number 80 of Tariff Supplement No. 42 on August 19, 2010. Enclosed for filing is Tariff Supplement No. 42 (without red-lining) pursuant to the request of the Bureau of Fixed Utility Services.

Please contact me if you have any questions regarding this filing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gregory J. Stunder", is written over the typed name and title.

Gregory J. Stunder  
Senior Attorney

Enclosure

cc: Hon. Charles E. Rainey, Jr. (w/enc.)  
Cert. of Svc. (w/enc.)

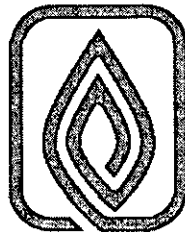
**PHILADELPHIA GAS WORKS**

**GAS SERVICE TARIFF**

**RECEIVED**

AUG 20 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



Issued by: Thomas Knudsen  
President and CEO

PHILADELPHIA GAS WORKS  
800 West Montgomery Avenue  
Philadelphia, PA 19122

List of Changes Made by this Tariff Supplement

**Rules and Regulations For Residential and Non-Residential Gas Service – 2. Application and Contract for Gas Service** – (Third Revised Pg. No. 17) – The revision of Section 2.1.A.

**Rules and Regulations For Residential and Non-Residential Gas Service – 9. Conditions of Service, Point of Delivery, and Application of Rates** – (Second Revised Pg. No. 47) – The revision of Section 9.5.

**Rules and Regulations For Residential and Non-Residential Gas Service – 13. Universal Service And Energy Conservation Programs** – (Second Revised Pg. No. 47) – Modified references to the Conservation Works Program.

**Efficiency Cost Recovery Surcharge** – (Third Revised Pg. No. 80) – Implementation of the Efficiency Cost Recovery Surcharge.

**Universal Service Charge** – (Thirty Fourth Revised Pg. No. 81) – Add reference to the Enhanced Low Income Retrofit Program.

**Other Post Employment Benefit Rider** (First Revised Pg. No. 82) – Implementation of the Other Post Employment Benefit Rider Surcharge.

**General Service – Rate GS** – (Thirty Fifth Revised Pg. No. 83) – The removal of an erroneous reference to municipal customers in the commercial rate class and the addition of the Efficiency Cost Recovery Surcharge to applicable surcharges. The following Delivery Charges change on the effective date: 1) Increase from \$0.61840 to \$0.63863 per Ccf for Residential Customers; 2) Decrease from \$0.52817 to \$0.49820 per Ccf for Public Housing Customers; 3) Decrease from \$0.52449 to \$0.46530 per Ccf for Commercial Customers; and 4) Decrease from \$0.52465 to \$0.45859 per Ccf for Industrial Customers. (First Revised Pg. No. 84) – The addition of the Other Post Employment Benefit Rider.

**Municipal Service – Rate MS** – (Thirty Fifth Revised Pg. No. 87) – The addition of the Efficiency Cost Recovery Surcharge to applicable surcharges. The Delivery Charge for Municipal Service decreases from \$0.38178 to \$0.34040 per Ccf on the effective date. (First Revised Pg. No. 88) – The addition of the Other Post Employment Benefit Rider.

**Philadelphia Housing Authority Service – Rate PHA** – (Thirty Fifth Revised Pg. No. 90) – The addition of the Efficiency Cost Recovery Surcharge to applicable surcharges. The Delivery Charge for Philadelphia Housing Authority Service decreases from \$0.51889 to \$0.41480 per Ccf on the effective date. (First Revised Pg. No. 91) – The addition of the Other Post Employment Benefit Rider.

**Balancing** – (First Revised Pg. No. 104) – The revision of imbalance management rules. (Second Revised Pg. No. 105) – Change in paragraph numbering.

**Weather Normalization Adjustment Clause** – (First Revised Pg. Nos. 149-150) – The correction of the definition for the normal heating degree day thirty year period.

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PHILADELPHIA GAS WORKS

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## 2. Application and Contract for Gas Service

### 2.1. APPLICATION FOR GAS SERVICE.

2.1.A. How to Apply. Application for Gas Service shall be made by telephone, mail, on-line and/or by personal visit to one of PGW's Customer Service Centers, provided however that, an in-person application interview may be required for any Applicant at the discretion of the Company. Gas Service will be provided as soon as possible upon completion of an application. Applications will be considered completed only upon compliance with all PGW requirements. When the Applicant is a person who resided at the same premises for which application for service is requested, the Company may require payment of the portion of the outstanding balances which accrued during the time that the Applicant resided at those premises. The Company may establish that an Applicant previously resided at those premises through the use of any of the following:

- (i) mortgage, deed or lease information
- (ii) a commercially available consumer credit reporting service
- (iii) a driver's license or Pennsylvania Department of Transportation issued Identification Card

Nothing herein waives the right of the Customer or Applicant to file a complaint with the Commission disputing the PGW determination.

### 2.1.B. Documentation Required.

2.1.B.1. Application. An Applicant applying for Residential Gas Service shall identify the Applicant's name, and the names of all occupants who appear on the mortgage, deed or lease of the property and the names of all occupants who are tenants in the premises pursuant to an oral agreement, for which Gas Service is to be provided. All Applicants applying for Residential Gas Service shall provide identification, information, and documentation as required by the Company. All applications shall be subject to credit history investigation by PGW.

2.1.B.2. Identification of the Applications. Applicants for Gas Service shall provide for properties occupied pursuant to an oral or written agreement for such dwelling unit, the name and mailing address of the Landlord and the Landlord's agent, if any.

2.1.B.3. In-person Application Interviews. An in-person application interview may be required for any Applicant who (1) is a former Customer whose Gas Service was terminated for unauthorized usage and/or tampering with the meter or other utility equipment, or (2) is applying for service at a service address at which service was terminated for non-payment within the preceding 120 days or where the home telephone number supplied by the Applicant is the same as the home telephone number for a previously terminated account at the same address.

2.1.B.4. Designation by Landlord Applicants as Tenant-Occupied. Each Applicant for Gas Service who is a Landlord for the property for which Gas Service has been requested shall designate, in written form to PGW, whether the application is for Residential service to a Tenant-occupied property. If the property is Tenant-occupied, a written list of all occupants residing at the location, regardless of whether their name(s) appear on a lease, shall, at the request of PGW, be submitted by the Landlord-Customer to PGW on an annual basis.

2.2. STANDARD SERVICE CONTRACT. Any application for Gas Service, upon acceptance by the Company, constitutes a contract between the Company and the Customer.

## 9. Conditions of Service, Point of Delivery, and Application of Rates

9.1. TYPE OF SERVICE. The gas delivered will be Natural Gas with a heating value and other characteristics as provided for in the Tariffs covering the Company's purchases of Natural Gas from its suppliers. The Company may, however, where and when it deems necessary, supplement and/or substitute the Natural Gas with some other compatible gas. Such gas shall have a heating value and other characteristics satisfactory for the proper operation of gas-burning appliances that have been approved for Customer's use, except for certain special Industrial or Commercial gas applications where little or no leeway in gas characteristics may be tolerated. It is the Company's policy to notify Customers who request such notice of any change in the burning characteristics of the gas to be supplied, but failure by the Company to give such notification shall not subject the Company to liability for any damages resulting from a change in the characteristics of the gas furnished. The supply pressures will be in accordance with Section 11.

9.2. INFORMATION FROM APPLICANT. Anyone desiring to equip his/her premises for the use of Gas should communicate with the Company directly, or through his/her contractor, preferably in writing, giving the exact location of the premises and the quantity and type of all gas-consuming devices which are to be installed. Where the conditions of the use of any of the gas-consuming devices would not be readily apparent to the Company, a description of such use, as it affects the delivery of gas to it, should be included.

9.3. POINT OF DELIVERY. Upon request, subsequent to compliance with Section 9.1, the Company will designate a point at which the Applicant shall terminate his/her piping for connection to the meter, but such information does not constitute an agreement or obligation on the part of the Company to furnish Gas Service.

9.4. DIVISION OF RESPONSIBILITY. As used herein, the term "Gas Delivery Facilities" includes all equipment, piping, meters, regulators, connections, or other equipment required to deliver gas to the Company designated point of delivery. Such equipment will be provided, installed, owned and maintained by Company, subject to such contributions to cost by Customer as set forth in this Tariff. All piping, fixtures and appliances on the Customer's side of such delivery point must be installed and maintained by and at the expense of the Customer or Owner of the property, unless in the Company's judgment the Customers generally would benefit from some other arrangement.

9.5. LOCATION OF METER AND ACCESSIBILITY OF COMPANY OWNED GAS DELIVERY FACILITIES. The meter(s) or other equipment of the Company which may be necessary for the fulfillment of contracts for Gas should normally be installed at an outside, above ground meter location when suitable protection from outside forces, availability of space and other conditions permit. A meter cover or housing is required if, in PGW's judgment, conditions require physical protection for the meter installation. Where, in PGW's judgment, it is physically and economically unfeasible to do so, PGW may choose to install the meter inside a building in a dry, well-ventilated location not subject to excessive heat and not less than three feet from any source of ignition and/or otherwise suitable place which shall be conveniently accessible; the Gas Service entrance shall also be accessible to PGW. The meter shall also be as near as possible to the point where the service supply pipe enters the Customer's premises: except when, in PGW's judgment, this is not practical or desirable. If PGW discovers that the meter has been tampered with, interfered with, or bypassed two or more times within a twelve month time period, PGW may, in its sole judgment and where physically feasible, elect to move the meter from inside a building to an outside, above ground meter location and may charge the Customer being supplied through such equipment the labor costs of moving the meter. Nothing herein waives the right of the Customer to file a complaint with the Commission disputing the PGW determination.

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### 13. Universal Service And Energy Conservation Programs

#### 13.1 CUSTOMER RESPONSIBILITY PROGRAM.

13.1.A. Eligibility and Enrollment. A Customer is eligible for the Customer Responsibility Program if it is determined at the time of application (or recertification) that the Customer's annual household gross income is at or below 150% of the federal poverty level. The Customer shall provide all documentation necessary for PGW to determine the household income including but not limited to proof of household income, verification of family size, and character of service requested (Heating or Non-Heating). PGW has the right to verify a Customer's income by means including but not limited to verification through governmental agency and checking credit reports. Enrollment shall be ongoing and open year-round. Customers selecting Transportation Service will no longer qualify for the CRP Program and will be responsible for the tariffed rates under General Service - Rate GS.

13.1.B. Requirements. A Participant must abide by the following provisions. The failure of a Participant to comply with one of the following could result in dismissal from the CRP Program:

13.1.B.1. A Participant shall make regular monthly Customer Responsibility Payments. Failure to do so may lead to termination of service.

13.1.B.2. A Participant shall recertify annually, based upon the Participant's anniversary date of enrollment.

13.1.B.3. It is the Participant's responsibility to notify PGW when there is a change in the household's income or size. Adjustments to a Participant's bill will be made anytime there is a change in income or family size.

13.1.B.4. When eligible, a Participant must apply for and assign at least one energy assistance grant, such as a LIHEAP grant, to PGW annually.

13.1.B.5. Participants must take the necessary actions to participate in the Conservation Works Program (CWP), the Enhanced Low Income Retrofit Program (ELIRP) or other conservation programs and to abide by established consumption limits.

13.1.B.6. A Participant must allow access to their property for meter readings or for the installation of an AMR. Failure to allow access for four consecutive months will result in dismissal from CRP.

13.1.B.7. A Participant shall be responsible for seeking assistance and guidance from PGW, including budget counseling, in the event that the Participant is unable to meet the above responsibilities.

13.1.C. Applicable Rates. A Participant's CRP Payments will be based upon the Participant's family size and gross household income. A Participant will pay a percentage of his/her gross household income depending on where that Participant falls within the Federal Poverty Guidelines (FPL). Rates are calculated under rate schedule GS, including riders.

13.1.C.1. For payment purposes CRP Participants will be defined as follows:

13.1.C.1.a. Group A: Participants whose gross household income has been verified as being from 0 – and up to and including 50% of FPL.

13.1.C.1.b. Group B: Participants whose gross household income has been verified as being greater than 50% and up to and including – 100% of FPL.



13.1.C.1.c. Group C: Participants whose gross household income has been verified as being greater than 100% – and up to and including 150% of FPL.

13.1.C.2. A CRP Participant will be responsible for paying the following rates for service or \$18 per month, whichever is greater.

13.1.C.2.a. Group A: 8% of gross income.

13.1.C.2.b. Group B: 9% of gross income.

13.1.C.2.c. Group C: 10% of gross income

13.1.D. Arrearages. Participants making regular monthly Customer Responsibility Payments will earn forgiveness on their pre-program Arrearages. The amount of and criteria applicable to Arrearage forgiveness shall be consistent with applicable Commission Orders. Participants choosing an NGS are responsible for all outstanding balances owed to PGW.

13.2. ENHANCED LOW INCOME REDUCTION PROGRAM (ELIRP). PGW shall establish fair, effective and efficient Gas usage reduction programs for low-income Customers. Such programs are intended to maintain affordable Gas Service and to reduce uncollectible accounts and the collection and termination expenses of PGW by enabling low income Customers to conserve energy and reduce their Gas usage. The Conservation Works Program (CWP) is superceded by and referenced herein as the Enhanced Low Income Reduction Program (ELIRP).

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13.2.A. Eligibility. This program is available to Residential Heating CRP Participants with high usage. PGW shall have access to the Residential Building to determine the most appropriate usage reduction measures. An eligible Customer who is a Tenant shall have an equal opportunity to secure program services if the Landlord has granted written permission to the Tenant for the installation of program measures, and the Landlord agrees, in writing, that rents will not be raised unless the increase is related to matters other than the installation of the usage reduction measures, and the Tenant is not evicted for a stated period of time at least 12 months after the installation of the program measures, if the Tenant complies with ongoing obligations and responsibilities owed the Landlord. A covered utility may seek Landlord contributions as long as the contributions do not prevent an eligible Customer from receiving program services. Contributions from Landlords shall be used by the utility as supplemental to its approved Enhanced Low Income Reduction Program budget.

C

13.2.B. Enhanced Low Income Reduction Program Funding. Funding for the Enhanced Low Income Reduction Program shall be at least .2% of jurisdictional revenues during each year of operation. In the event that PGW employs independent contractor(s) to manage such program(s), said contractor(s) may spend not more than 15% of program funding for administrative costs and PGW shall not charge any of its expenses for such program(s) to program administration. In all other circumstances, PGW shall spend not more than 15% of its Enhanced Low Income Reduction Program funding for administrative costs.

C

13.2.C. Integration. PGW shall coordinate its Enhanced Low Income Reduction Program with existing resources in the community, and operate in conjunction with the relevant public or private programs so that Customers experiencing ability-to-pay problems are made aware of the usage reduction program and are referred to public, private, or utility programs that may enhance their ability to pay their utility bills.

C

13.2.D. Dwelling Repairs. Expenditures on program measures may include energy-related repairs to the dwelling necessary to permit measures that are needed to reduce usage effectively. The cost-effectiveness of such expenditures shall be measured in the same manner as all other expenditures under this program.

13.3. CARES. PGW's CARES is a program designed to assist Customers experiencing temporary hardships affecting their ability to pay his/her Gas bills. Through this program, PGW will assist Customers with referrals to appropriate social service agencies, engage in community outreach as well as consumer education.

### EFFICIENCY COST RECOVERY SURCHARGE

The cost of the energy efficiency programs (i.e. the demand side management programs) for the firm customer rate classes listed below will be recovered by an Efficiency Cost Recovery Surcharge applicable to all volumes of Gas delivered.

- 1) The Surcharge will recover the program costs and the administrative costs of the energy efficiency program.
- 2) Computation of the Efficiency Cost Recovery Surcharge factors will be in accordance with the automatic adjustment procedures utilized under Section 1307(f) of the Public Utility Code and will be filed and approved in conjunction with the Company's annual Section 1307(f)-GCR filing.
- 3) Once the surcharge is in place, it will be automatically adjusted effective March 1, June 1, September 1, and December 1 of each year in accordance with Section 1307(f) quarterly adjustment procedures. No interest will be included in such surcharge computations. The basic component of the surcharge will be determined by dividing the total energy efficiency program costs approved for annual recovery plus (or minus) any over (or under) recovery from the prior period by the estimated applicable throughput in Mcfs. The costs related to customers other than low income residential customers are tracked and will be recovered separately from each of the following firm customer rate classes if the customer class is served by the energy efficiency program:
  - a) Residential and Public Housing Customers on Rate GS;
  - b) Commercial Customers on Rate GS;
  - c) Industrial Customers on Rate GS;
  - d) Municipal Customers on Rate MS; and
  - e) The Philadelphia Housing Authority on Rate PHA.

The surcharge shall be a cents per Ccf charge calculated to the nearest one-thousandth of a cent (0.00001) which shall be added to the distribution rates for billing purposes for all customers in each of the above rate classes. The rate shall be calculated separately for each rate class.

The Enhanced Low Income Retrofit Program costs shall be recovered through the Universal Services Surcharge beginning on September 1, 2010.

The Efficiency Cost Recovery Surcharge shall take effect upon approval of the initial implementation plans through the end of PGW fiscal year (FY) 2011.

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## UNIVERSAL SERVICE AND ENERGY CONSERVATION SURCHARGE

*Universal service and energy conservation program and related costs will be recovered by a Universal Service and Energy Conservation Surcharge applicable to all volumes of Gas delivered.*

1. The Surcharge will recover: 1) the discounts provided to Customers pursuant to the Customer Responsibility Program (CRP); 2) the discounts provided to Customers pursuant to the Senior Citizen Discount; 3) the costs of the Conservation Works Program (CWP) and the Enhanced Low Income Retrofit Program (ELIRP); and, 4) for Customers entering the CRP program on or after September 1, 2003, past due arrearages forgiven pursuant to paragraph A (6) of the CRP/CAP Program Design Stipulation approved by the Commission by its order at M-00021612 (entered March 31, 2003).
2. Computation of the Universal Service and Energy Conservation Surcharge factors will be in accordance with the automatic adjustment procedures utilized under Section 1307(f) of the Public Utility Code and will be filed and approved in conjunction with the Company's annual Section 1307(f)-GCR filing.
3. Once the surcharge is in place it will be automatically adjusted effective March 1, June 1, September 1, and December 1 of each year in accordance with Section 1307(f) quarterly adjustment procedures. No interest will be included in such surcharge computations. The basic component of the surcharge will be determined by dividing the total universal service and energy conservation program costs approved for annual recovery by the estimated applicable throughput in Mcfs.
4. The Universal Service and Energy Conservation Surcharge shall take effect upon the effective date of this Tariff.

Current Universal Service and Energy Conservation Surcharge = \$ 0.22032/Ccf.

(D) - Decrease

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Issued: August 6, 2010

Effective: September 1, 2010

**C - Change**

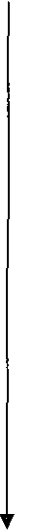
### OTHER POST EMPLOYMENT BENEFIT (“OPEB”) SURCHARGE

The amounts necessary to fund PGW's Other Post Employment Benefit obligations will be recovered by an Other Post Employment Benefit Surcharge applicable to all volumes of Gas delivered.

1. Computation of the Other Post Employment Benefit Rider Surcharge factors will be in accordance with the automatic adjustment procedures utilized under Section 1307(f) of the Public Utility Code and will be filed and approved in conjunction with the Company's annual Section 1307(f)-GCR filing.
2. *Once the surcharge is in place it will be automatically adjusted effective September 1 of each year to account for over (under) recoveries in accordance with Section 1307(f) adjustment procedures. No interest will be included in such surcharge computations. The basic component of the surcharge will be determined plus (or minus) any over (or under) recovery from the prior period by dividing the total OPEB funding amounts approved for annual recovery by the estimated applicable throughput in Mcfs.*
3. The Other Post Employment Benefit Rider Surcharge shall take effect upon the effective date of this Tariff.

Current Other Post Employment Benefit Rider Surcharge = \$0.02997/Ccf

C



**GENERAL SERVICE - RATE GS**

Rate: Applicable to all Retail Sales Service or Transportation Service rendered pursuant to this Rate Schedule on or after September 1, 2010

AVAILABILITY

Available for any purpose where the Company's distribution mains adjacent to the proposed Gas Service location are, or can economically be made, suitable to supply the quantities of Gas or Transportation Services required.

RATES

CUSTOMER CHARGE (per Meter (except parallel meters)):

\$ 12.00	per month for Residential and Public Housing Authority Customers.	
\$ 18.00	per month for Commercial Customers	(C)
\$ 50.00	per month for Industrial Customers	

Plus,

GCR (not applicable to GS Customers who transport gas through a qualified NGS):

\$ 0.65139	per Ccf for Residential and Public Housing	(C)
\$ 0.65139	per Ccf for Commercial Customers	
\$ 0.65139	per Ccf for Industrial Customers	

Plus,

DISTRIBUTION CHARGE (consisting of items (A) and (B), below):

(A) Delivery Charge:

\$0.63863	per Ccf for Residential	(I)
\$0.49820	per Ccf for Public Housing	(D)
\$0.46530	per Ccf for Commercial and Municipal Customers	(D)
\$0.45859	per Ccf for Industrial Customers	(D)

(B) Surcharges:

Universal Service and Energy Conservation Surcharge; Restructuring and Consumer Education Surcharge; Efficiency Cost Recovery Surcharge; and Other Post Employment Benefit Surcharge. (C)

(I) – Increase;(D) – Decrease;(C) – Change

**MUNICIPAL SERVICE - RATE MS**

Rate: Applicable to all Retail Sales Service or Transportation Service rendered pursuant to this Rate Schedule on or after September 1, 2010.

AVAILABILITY

Available to properties owned or occupied by the City of Philadelphia or the Board of Education, or any of their respective agencies or instrumentalities, for any type of Gas Service, unless purchased for resale to others, and where the Company's distribution mains adjacent to the proposed Gas Service locations are, or can economically be made, suitable to supply the quantities of Gas required; provided, however, that the rate shall not be available to Commercial Tenants of any such property.

RATES

CUSTOMER

CHARGE (per Meter (except parallel meters):

\$ 18.00 per month

Plus,

GCR (not applicable to MS Customers who transport Gas through a qualified NGS):

\$0.65139 per Ccf

Plus,

DISTRIBUTION CHARGE (consisting of items (A) and (B), below):

(A) Delivery Charge:

\$0.34040 per Ccf

(D)

(B) Surcharges:

Universal Service and Energy Conservation Surcharge; and The Restructuring and Consumer Education Surcharge; the Efficiency Cost Recovery Surcharge; and Other Post Employment Benefit Surcharge.

(C)

Also,

The following Riders may apply:

(ID – Decrease; (C) – Change

**PHILADELPHIA HOUSING AUTHORITY SERVICE - RATE PHA**

Rate: Applicable to all Retail Sales Service or Transportation Services rendered pursuant to this Rate Schedule on or after September 1, 2010

AVAILABILITY

Available for all Gas usage in multiple dwelling Residential buildings containing 10 or more dwelling units, owned and operated by the Philadelphia Housing Authority, where cooking shall be performed exclusively with Gas and where Gas Service shall be supplied through one or more single point metering arrangements at locations where the Company's distribution mains adjacent to the proposed Gas Service locations are, or can economically be made, suitable to supply the quantities of Gas required.

This rate is also available for all Gas usage in single and multiple dwelling Residential buildings, containing less than 10 dwelling units, provided, and only so long as, Gas is used exclusively for cooking, water heating and space heating for all such Residential buildings owned and operated by the Philadelphia Housing Authority, except (a) buildings operated by the Philadelphia Housing Authority, prior to the original effective date of this rate (January 1, 1969), and (b) buildings for which, in the judgment of the Company, such Gas Service cannot be provided economically.

RATES

CUSTOMER

CHARGE (per Meter (except parallel meters);

\$18.00 per month

Plus,

GCR (not applicable to PHA customers who transport gas through a qualified NGS):

\$ 0.65139 per Ccf (D)

Plus

DISTRIBUTION CHARGE:

DISTRIBUTION CHARGE (consisting of item (A) and (B), below):

(A) Delivery Charge:

\$0.41480 per Ccf

(B) Surcharges:

Universal Service and Energy Conversation Surcharge; The Restructuring and Consumer Education Surcharge; the Efficiency Cost Recovery Surcharge; and Other Post Employment Benefit Surcharge. (C)

(D) – Decrease ; (C) -- Change



**6. BALANCING LIMITS AND CHARGES**

Daily balancing, and the reconciliation of end-of-month imbalances, shall be governed by the definitions, limits and charges set forth below:

(a) Daily Receipt Quantity. The supplier's confirmed pipeline nomination quantity, adjusted for unaccounted for Gas, for the Gas day.

(b) Daily Usage Quantity. Gas used by the Rate IT Customer(s) in a supply pool during the 24-hour Gas day as recorded by the Company's meter(s) at the Rate IT Customer location(s).

(c) Allowable Daily Variation. The daily usage quantity must be within plus or minus ten percent (+/-10%) of the daily receipt quantity. **C**

(d) Daily Imbalance Surcharge. Supplier shall be charged \$0.50 for each Dth outside the applicable allowable daily variation

(e) Daily Market Index Price. The prices published each day in Gas Daily (or successor publication or where none exists a publication selected by the Company) under the heading "Citygate Prices" for deliveries at "Texas Eastern M-3" and "Transco Z6 [non-NY]" (or applicable headings of a successor publication.) Whenever a price is published as a range, the value used for that day would be the midpoint of the range.

(f) Monthly Imbalance Reconciliation. Imbalances remaining at the end of a month in each supply pool shall be reconciled to zero in accordance with the following schedule. All cost calculations shall reflect the appropriate adjustment for unaccounted for Gas, and for average heating value where applicable.

1. Monthly usage quantities that exceed monthly receipts by up to 2.5% shall be purchased by the Supplier at the monthly average of the Daily Market Index Price; provided, however, that if Supplier shall cease to be a Supplier pursuant to this Rate Schedule, then, usage quantities that exceed monthly receipts by up to 2.5% during the Supplier's last month on PGW's system shall be purchased by the Supplier at the higher of: (a) 100% of the average of the two highest Daily Market Index Prices for the monthly period beginning on the first day of the month; or (b) 100% of the Company's highest incremental supply cost for the month. **C**

2. Monthly usage quantities that exceed monthly receipts by more than 2.5% shall be purchased by the supplier at the higher of: (a) 150% of the average of the five(5) highest Daily Market Index Prices for the monthly period beginning on the first day of the month; or (b) 150% of the Company's highest incremental supply cost for the month. **C**

3. Monthly receipt quantities that exceed monthly usage by up to 2.5% shall be purchased by the Company at the monthly average of the Daily Market Index Price; provided, however, that if Supplier shall cease to be a Supplier pursuant to this Rate Schedule, then, receipt quantities that exceed monthly usage by up to 2.5% during the Supplier's last month on PGW's system shall be purchased by Company at the lower of: (a) 100% of the average of the two (2) lowest Daily Market Index Price for the monthly period beginning on the first day of the month; or (b) 100% of the Company's lowest incremental supply cost for the month.. **C**

4. Monthly receipt quantities that exceed monthly usage by more than 2.5% shall be purchased by the Company at the lower of: (a) 75% of the average of the five(5) lowest Daily Market Index Price for the monthly period beginning on the first day of the month; or (b) 75% of the Company's lowest incremental supply cost for the month. **C**

5. In the event that erroneous or inaccurate data is posted to PGW's EBB or changes occur to the data following the initial posting, PGW and the Suppliers agree to exercise good faith effort in attempting to resolve imbalances before the month's end. If the monthly imbalance can not be brought into the monthly +/- 2.5% cashout band, the erroneous, inaccurate or changed data will be excluded from the Monthly Imbalance Reconciliation calculation and that volume shall be cashed out at the monthly average of the Daily Market Index Price.

6. To facilitate this management and to avoid or correct imbalances, Rate IT Customer may modify the quantities it intends to have delivered to Company's City Gate in accordance with the nomination procedure of the delivering pipeline. All delivery arrangements must be coordinated with Company's representative in a manner deemed acceptable by Company. The Company may decline a revised nomination for specific operating reasons, where granting such would threaten the reliability of firm supply.

7. For the purpose of this section, the term "supplier" shall refer to both directly transporting Customers and supplier pools. To facilitate this management and to avoid or correct imbalances, a Rate IT supplier may reduce its imbalance by arranging a trade of quantities with another Rate IT supplier. Suppliers shall be permitted to trade IT imbalances on both a daily and monthly basis in accordance with the provisions below in order to reduce an imbalance to zero. Such trade will be arranged separately from PGW's electronic bulletin board systems. Within five (5) business days after month end, the Company shall provide by e-mail to each supplier who has previously agreed to have its data shared, a spreadsheet listing each supplier and whether the supplier had positive or negative daily imbalances (supplier imbalance data). Verification of any trade shall be provided to PGW via e-mail by both suppliers involved in the trade and submitted within five (5) business days of receipt from the Company of the supplier imbalance data. A supplier may offset daily or monthly imbalances in its FT service pool imposed pursuant to section 9.12 of PGW's Supplier Tariff. Such pool-to-pool netting of imbalances between a supplier's FT and IT pools are permitted only to the extent that the offset reduces to zero any positive imbalance in the supplier's IT pool. Any such pool-to-pool imbalance netting shall be communicated via e-mail to the Company within seven (7) business days from the end of the billing month.

Any misconduct by a supplier may terminate or suspend imbalance trading rights. In such event, PGW shall provide written notice of such proposed action to the affected supplier. The supplier or the Company may elect to address the alleged misconduct through the Company's informal dispute resolution procedures, 52 Pa. Code Section § 62.142(b). Either the supplier or the Company may file a complaint with the Commission regarding the alleged misconduct at any time. No action to suspend or terminate a supplier's imbalance trading rights shall occur prior to commission authorization.

## WEATHER NORMALIZATION ADJUSTMENT CLAUSE

### Provision For Adjustment

The Weather Normalization Adjustment shall be applied to each Mcf (1,000 cubic feet) used for heating purposes under Rate Schedules GS, MS, and PHA ("heating" and "heating only" customers), except for Gas usage under the Special Provisions – Air Conditioning of those rates. The Weather Normalization Adjustment will be applied to customer usage during the period of October 1 through May 31 of each year for each billing cycle (except for the 2002-2003 heating season when the Weather Normalization Adjustment will be applied to customer invoices rendered during the period of December 1 through May 31 of each year for each billing cycle).

### Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment surcharge or credit shall be computed to the nearest one-hundredth cent (0.01cent) in accordance with the formulas set forth below:

$$HL = TU - (BL * BC)$$

$$WNA = DC * [ ( HL * \frac{NHDD +/- (NHDD * 1\%)}{AHDD} ) - HL ]$$

### Definitions

TU – Total Usage for the billing cycle. TU measured in Mcf.

BL – base load Mcf per billing day is the number of Mcf per Customer used per day for non-heating purposes based on usage by Customers to which this adjustment applies. It is determined separately for each individual customer and will be revised annually to reflect the non-temperature sensitive usage of Customers to which the adjustment applies reflected in the prior heating season's sales. If an individual customer base load is not available, the base load for the related customer class will be applied.

BC – billing cycle is the actual number of days shown on the bill that the Customer receives for service.

DC – Delivery Charge.

NHDD – normal heating degree days for any given calendar day within a month are based on the thirty year average for the given calendar day based on the thirty year period applied in the Company's most recent base rate case. The NHDD provided for in the formula are the total number of NHDD for the billing cycle. The degree day data is provided by the National Weather Service and measured at the Philadelphia International Airport.

AHDD – actual experienced heating degree days for the billing cycle. The degree day data is provided by the National Weather Service and measured at the Philadelphia International Airport.

### Operation of Weather Normalization Adjustment

The Weather Normalization Adjustment will be applied to a Customer's bill on a cents per Mcf basis when actual heating degree days vary from normal heating degree days during the period for which the Customer is billed. The Weather Normalization Adjustment will be applied to the Customer's space

heating consumption except for air conditioning usage billed under the air conditioning rate. The Weather Normalization Adjustment for a billing cycle will apply only if the actual heating degree days (AHDD) for the billing cycle are lower than 99 percent or higher than 101 percent of the normal heating degree days (NHDD) for the billing cycle and will only apply to the extent that the variation is lower than 99 percent or higher than 101 percent of the normal heating degree days for that billing cycle. A new weather adjustment will be calculated for each billing cycle.

Under the formulas, the Weather Normalization Adjustment surcharge or credit is calculated by:

- 1) Normal HDD are calculated for each day of the fiscal year based upon the thirty year average for the thirty year period applied in the Company's most recent base rate case.
- 2) At the start of the fiscal year, an average daily base load (non-heating) usage is calculated for each individual customer based upon actual base load usage.
- 3) The average daily base load (non-heating) amount is multiplied by the number of days in the billing cycle.
- 4) The total billing cycle base load amount is subtracted from the actual cycle usage of the customer in order to derive the usage applicable to heating.
- 5) The WNA factor is multiplied times the heating usage in order to derive the normalized heating usage.
  - a) The WNA factor is calculated by first adjusting the Normal HDD (NHDD) for the billing cycle by the deadband percentage (1 %). The deadband percentage is multiplied by the NHDD and then added to NHDD for the billing period when the weather is colder than normal (i.e., AHDD > NHDD) or subtracted from NHDD for the billing period when the weather is warmer than normal (i.e., AHDD < NHDD).
  - b) The adjusted NHDD are then divided by the AHDD.
- 6) The actual heating usage is subtracted from the normalized heating usage and then multiplied by the delivery charge. The result is a surcharge or credit.

#### Reporting Requirements

The Company will file all Weather Normalization Adjustments with the Commission on an annual basis.

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true and correct copy of PGW's Tariff Supplement No. 42 and Proof of Revenue upon the participants listed below in accordance with the requirements of § 1.54 (relating to service by a participant):

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

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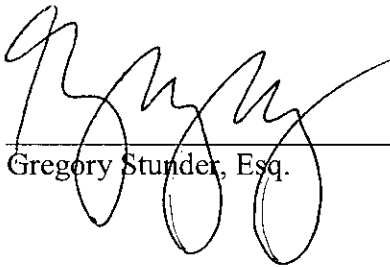
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SECRETARY'S BUREAU**

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



\_\_\_\_\_

Gregory Stunder, Esq.

Dated: August 23, 2010

# FedEx US Airbill

Express

FedEx Tracking Number

8720 8568 8428

Form ID No. 0215

Recipient's Copy

RECIPIENT: PEEL HERE

### 1 From This portion can be removed for Recipient's records.

Date 8/20/10 FedEx Tracking Number 872085688428

Sender's Name Greg Sturley Phone \_\_\_\_\_

Company PHILADELPHIA GAS WORKS

Address 800 W MONTGOMERY AVE

Dept./Floor/Suite/Room

City PHILADELPHIA State PA ZIP 19122-2898

### 2 Your Internal Billing Reference

3 To Recipient's Name Rosemary Chavella Phone \_\_\_\_\_

Company PA POC

Address Commonwealth K-Systems Bldg  
We cannot deliver to P.O. boxes or P.O. ZIP codes.

HOLD Weekday  
FedEx location address  
REQUIRED. NOT available for  
FedEx First Overnight.

Address 2nd Floor, 1 North 4th St  
Use this time for the HOLD location address or for continuation of your shipping address.

HOLD Saturday  
FedEx location address  
REQUIRED. Available ONLY for  
FedEx Priority Overnight and  
FedEx 2Day to select locations.

City Harrisburg State PA ZIP 17120

0418756096



8720 8568 8428

### 4a Express Package Service

\* To most locations.

Packages up to 150 lbs.

- FedEx Priority Overnight  
Next business morning. \* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Standard Overnight  
Next business afternoon. \* Saturday Delivery NOT available.
- FedEx First Overnight  
Earliest next business morning delivery to select locations.\*
- FedEx 2Day  
Second business day. \* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Express Saver  
Next business afternoon. \* Saturday Delivery NOT available.

EXP SAVER

### 4b Express Freight Service

\*\* To most locations.

Packages over 150 lbs.

- FedEx 1Day Freight  
Next business day. \*\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx 2Day Freight  
Second business day. \*\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx 3Day Freight  
Third business day. \*\* Saturday Delivery NOT available.

FedEx 1Day Freight Booking No.

### 5 Packaging

\* Declared value limit \$500.

- FedEx Envelope\*
- FedEx Pak\*
- FedEx Box
- FedEx Tube
- Other

### 6 Special Handling and Delivery Signature Options

- SATURDAY Delivery  
NOT available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 3Day Freight.
- No Signature Required  
Package may be left without obtaining a signature for delivery.
- Direct Signature  
Someone at recipient's address may sign for delivery. *Fee applies.*
- Indirect Signature  
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. *For residential deliveries only. Fee applies.*

#### Does this shipment contain dangerous goods?

- No
- Yes  
As per attached Shipper's Declaration.
- Yes  
Shipper's Declaration not required.
- Dry Ice  
Dry Ice, 3, UN 1845 \_\_\_\_\_ x \_\_\_\_\_ kg
- Cargo Aircraft Only

### 7 Payment Bill to:

- Sender  
Acct. No. in Section 1 will be billed.
- Recipient
- Third Party
- Credit Card
- Cash/Check

Total Packages \_\_\_\_\_ Total Weight \_\_\_\_\_ Credit Card Auth. \_\_\_\_\_

lbs. \_\_\_\_\_

\*Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

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