



UGI Utilities, Inc.  
2525 North 12th Street  
Suite 360  
Post Office Box 12677  
Reading, PA 19612-2677  
(610) 796-3400 Telephone

February 3, 2012

**VIA EXPRESS MAIL**

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

**RECEIVED**

FEB - 3 2012

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

Re: Rulemaking to Amend the Provisions of 52 Pa. Code, Chapter 56 to Comply with the Provisions of Chapter 14; General Review of Regulations; Docket No. L-00060182;  
**COMPLIANCE TARIFF FILING OF UGI UTILITIES, INC. – ELECTRIC DIVISION**

Dear Secretary Chiavetta:

Consistent with the Commission's Final Rulemaking Order entered June 13, 2011 in the above-captioned proceeding and published in the *Pennsylvania Bulletin* on October 8, 2011, enclosed for filing is the original and three (3) copies of Supplement No. 97 to UGI Utilities, Inc. – Electric Division's Tariff – Pa. PUC No. 5, issued as of the date hereof. In accordance with 52 Pa. Code § 53.31, the proposed effective date of this tariff filing is sixty (60) days from the issuance date or April 3, 2012. Also included is a redline document to facilitate review of all tariff language changes in detail.

Should you have any questions concerning this filing, please feel free to contact me at (610) 796-3470. Thank you for your attention to this matter.

Respectfully yours,

Paul J. Szykman  
Vice President – Rates

Enclosure

Cc: Daniel Mumford, Bureau of Consumer Services ([dmumford@state.pa.us](mailto:dmumford@state.pa.us))  
Terrence J. Buda, Law Bureau ([tbuda@state.pa.us](mailto:tbuda@state.pa.us))  
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UGI UTILITIES, INC.  
ELECTRIC DIVISION  
ELECTRIC SERVICE TARIFF

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FEB - 3 2012

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

LUZERNE COUNTY

City of Nanticoke, and Boroughs of Courtdale, Dallas, Edwardsville, FortyFort, Harvey's Lake, Kingston, Larksville, Luzerne, New Columbus, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Wyoming and Wyoming.

First Class Townships of Hanover and Newport, and Second Class Townships, of Conyngham, Dallas, Fairmount, Franklin, Hunlock, Huntington, Jackson, Kingston, Lake, Lehman, Plymouth, Ross and Union.

WYOMING COUNTY

Townships of Monroe and Noxen

Issued: February 3, 2012

Effective: April 3, 2012

BY: Paul J. Szykman  
Vice President – Rates  
2525 North 12th Street, Suite 360  
Post Office Box 12677  
Reading, Pennsylvania 19612-2677

Issued in accordance with  
the Commission's Final Rulemaking  
Order to amend the provisions of  
52 Pa Code, Chapter 56, at  
Docket No. L-00060182.

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# NOTICE

THIS TARIFF MAKES CHANGES TO EXISTING RATES (SEE PAGE 2).

UGI UTILITIES, INC.  
ELECTRIC DIVISION

Supplement No. 97 to  
Electric – Pa. PUC No. 5  
Ninety Fourth Revised Page No. 2  
Canceling Ninety Third Revised Page No. 2

**LIST OF CHANGES MADE BY THIS TARIFF**

Pages 4, 6, 7, 7A, 8, 8A, 13, 21, 21A, 22, and 23

Tariff language changes in order to comply with revisions to Pa. Code 52 Chapter 56 as a result of the Commission's Final Rulemaking at Docket No. L-00060182 and clarify existing language related to Chapter 56. Associated section renumbering, pagination and index changes have been made.

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(C) Indicates Change

## RULES AND REGULATIONS

### 1. GENERAL

- 1-a Filing and Posting. A copy of this Tariff which contains the Rates, Rules and Regulations governing the supply of electric service is on file with the Pennsylvania Public Utility Commission and is posted and open to inspection at the offices of the corporation hereinafter called Company.
- 1-b Revisions. This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Public Utility Law of Pennsylvania and such changes when effective shall have the same force as the original Tariff.
- 1-c Statement of Agents. No representative has authority to modify any rule or provision of this Tariff, or to bind the Company by any promise or statement contrary thereto.
- 1-d Rules and Regulations. The Rules and Regulations are a part of every contract for service and govern all classes of service unless otherwise specifically modified by a rate. The Tariff provisions apply to everyone receiving electric service from the Company, and the lawful receipt of electric service shall constitute the receiver a "Customer" of the Company. (C)
- 1-e No Prejudice of Rights. The failure by the Company to enforce any of the provisions of this Tariff shall not be deemed a waiver of its right to do so.
- 1-f Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation or gifts for service rendered by them while working for the Company on the Company's time.

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

**2. APPLICATION AND CONTRACT FOR SERVICE**

- 2-a **Contract for Service.** Every Applicant for the supply of service may be required to sign a contract specifying the intended use of service, the applicable rate schedule and other service conditions. The term "Applicant" shall mean any person, corporation or other entity that (i) desires from the Company electric service or any other service provided for in this Tariff at a specific location, (ii) complies completely with all Company requirements for obtaining electric service 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. A contract between the Company and the Customer is valid only when accepted in writing by a duly authorized Company representative; provided, however, the acceptance or use of service is deemed a request for the supply of such service and constitutes a contract to pay for the service under these rules and the applicable rate schedule. For residential utility service, the term "Residential Applicant" shall mean any Applicant who is (i) a natural person at least 18 years of age not currently receiving service who applies for residential service, or (ii) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which the residential service is requested. The term "Residential Applicant" shall not include a Residential Customer who seeks to transfer service within the Company's service territory. The term "Occupant" shall mean a natural person who resides in the premises to which gas service is provided. The term "Residential Customer" shall mean a Customer who is either (i) 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 (ii) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which residential service is requested or provided. A Residential Customer shall remain a Customer after discontinuance or termination of service until the final bill for service is past due. (C)
- 2-b **Right to Reject Application.** The Company may reject any application for service not available under a standard rate, or which involves excessive service cost, or which might affect the supply of service to other Customers, or for other good and sufficient reasons. The Company will not reject a Customer's application for service because of unpaid electric generation supplier charges unless those charges are the result of service provided by the supplier of last resort.
- 2-c **One Point of Delivery.** The rates in this Tariff, unless otherwise stated, are based upon the supply of service to one entire premises through a single delivery point. The use of service at two or more separate properties will not be combined for billing purposes.
- 2-d **Short-Term Contracts.** Service may be supplied under rate applicable for character of service required for periods less than the standard contract period, subject to guaranteed revenue. In the case of seasonal Customers taking service under Rule 5-e, Company may require such Customers to pay 12 months' guarantee in advance, said advance to apply on bills rendered during such seasonal or short term contracts.
- 2-e **Service for Construction or Emergency.** Company will supply service for construction or emergency purposes only when the Company has available unsold capacity of supply equipment, subject to a charge collected in advance to cover the cost of the supply and discontinuance of such service.
- 2-f **Permit for Right-of-Way.** When the Customer is so located that right-of-way permit across private property of another is required, contract period shall be the same as the period provided by the right-of-way permit.

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

**2. APPLICATION AND CONTRACT FOR SERVICE**

- 2-g Prior Debts. (C)
- (i) Residential Customers. 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%.
- (ii) Non-Residential Customers. Service will not be furnished to former Customers until any indebtedness to the Company for previous service has been satisfied.
- (iii) Service will not be withheld for indebtedness resulting from previous service provided by an electric generation supplier unless that service is provided by the supplier of last resort.
- (iv) 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.
- 2-h 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. (C)
- 2-i 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 in Section 2-h. (C)

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

**3. GUARANTEE OF PAYMENT**

- 3-a Deposits for Non-Residential Accounts. A cash deposit may be required from an Applicant to secure payment of bills. The Company may require an existing non-residential Customer to post a deposit to reestablish credit whenever the Customer has been delinquent in the payment of any two (2) consecutive bills or three (3) or more bills within the previous twelve (12) months. (C)
- 3-b 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: (C)
- (i) 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 agreement; (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; or (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.
- (ii) 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.
- (iii) A Residential Customer who fails to comply with the material terms or condition of a settlement or payment agreement.
- (iv) 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.
- (v) The Company has established separate credit procedures and standards for Residential Applicants and Residential Customers who are victims with a protection from abuse order. 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-c Amount of Deposits. For Residential Applicants, the deposit shall not be more than one sixth of the 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-b 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. For non-residential Customers, the deposit shall not be more than the bill for the estimated usage for one average monthly billing period plus that for the highest monthly billing period within the most recent twelve (12) months. (C)

(C) Indicates Change

## RULES AND REGULATIONS (continued)

### 3. GUARANTEE OF PAYMENT

- 3-d Payment Period for Deposits. (C)
- (i) Any Applicant seeking to establish service at a new or different service location, and any Non-Residential Applicant 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.
- (ii) Any Residential Applicant or Residential Customer seeking to reconnect service at the same service location previously terminated or discontinued, from whom the Company requires a deposit as a condition of reconnection of service in accordance with 52 Pa. Code § 56.191, shall pay at least 50% of the required deposit prior to the reconnection of service, with 25% of the required deposit to be billed by the Company 30 days after reconnection of service and the remaining 25% billed 60 days after the 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.
- (iii) Any Customer receiving service from the Company shall pay the required deposit in full on or before the due date; provided that, 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 3-b(iii) and (iv) 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-e Interest on Deposits. Deposits from all Customers shall bear simple interest at the rate of six percent (6%) per annum. Deposits shall cease to bear interest upon discontinuance of service. (C)
- 3-f Deposit Hold Period for Residential Customers and Refund of Deposits. Company may hold a deposit on a Residential Customer's account until the later of (a) when the Residential Customer establishes a timely payment history, as established by timely and in full payments for twelve (12) consecutive months; or (b) a maximum period of twenty-four (24) months (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. A deposit secured from a non-residential Customer shall be returned after such Customer has paid bills for service for twelve (12) consecutive months without having service terminated and without having paid the bill after the date when due on more than two (2) occasions. The non-residential Customer may elect to have the deposit applied to the account in order to reduce bills for service in lieu of a cash refund. Upon termination or discontinuance of service, the Company shall promptly apply the deposit, including accrued interest, to any outstanding balance for service and refund the remaining to the non-residential Customer. (C)
- 3-g 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-c. (C)
- 3-h Payment of Undisputed Bills. The payment of any undisputed bill shall be considered as a payment of the bill, with or without discount or penalty, within thirty (30) days following the period for which the bill was rendered or payment within thirty (30) days following presentation of the bill or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is terminated substantially in favor of the Customer and payment made by the Customer within ten (10) days thereafter. (C)
- 3-i Return Check Charge. The Company may impose a service charge of five dollars (\$5) for each check received from a Customer in payment of bills for service that is dishonored and returned by the bank on which it is drawn. (C)

(C) Indicates Change

## RULES AND REGULATIONS (continued)

### 6. METER INSTALLATION

- 6-a Meters Supplied by Company. The Company will furnish, install, maintain and own any meter, transformer or transformers, required for measurement of the service supplied.
- 6-b Meter Location. The Customer shall provide, without charge a suitable place for the meter or meters, transformer or transformers, or other equipment of the Company. Such place shall be of convenient access to the Company's meter readers or inspectors. Meters must be located as directed by the Company.
- 6-c Capacity of Company's Meters. The meters, transformers, service connections and equipment supplied by the Company for each Customer have a definite load capacity and no additions to the equipment or load connected thereto will be allowed except by the consent of the Company.
- 6-d Right to Remove Company's Equipment. All meters, transformers or other equipment supplied by the Company shall remain its exclusive property. The Company shall have the right to remove all its property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.
- 6-e Customer's Responsibility for Damage. Customer shall be responsible for meters, transformers, equipment and connections, and shall reimburse the Company for any damage done them while on Customer's premises.
- 6-f Reverse Registration. The Company may, by ratchet or other device, control its meter so as to prevent reverse registration.
- 6-g Customer Request for an Advanced Meter. If a Customer wishes to replace their billing metering equipment the Company will offer, provide, and support a selection of qualified advanced meters and metering related devices compatible with its existing infrastructure.  
A list of the Company's approved advanced meters and metering related devices, as well as the incremental cost associated with the purchase and installation of each, appears in the Pennsylvania Public Utility Commission's Advanced Meter Catalog. The Company shall install such meters and/or devices upon the request of the Customer or the Customer's electric generation supplier within a reasonable amount of time and at the expense of either the Customer or their generation supplier. The Customer or the Customer's electric generation supplier must pay in advance the incremental costs associated with the requested advanced meter and/or meter related device. The Company will own and maintain all such advanced metering equipment. A Customer or their electric generation supplier may also be assessed a bill surcharge to cover the net incremental cost of reading, operating, and maintaining a qualified advanced meter or meter related device.
- 6-h Automatic Meter Reading. The term "Automatic Meter Reading" or "AMR" shall mean 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 Remote Meter Reading Devices (defined herein). All meter readings by an AMR shall be deemed actual readings. The term "Remote Meter Reading Devices" shall mean 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, and does not include AMR and devices that permit direct interrogation of the meter. (C)

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

**13. PAYMENT TERMS**

13-a Billing Period. The Company shall bill monthly. When periods are substantially greater or less than one month, bills will be computed by prorating on the basis of the actual period covered by meter readings. Failure to receive a bill will not release a Customer from payment obligation. 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. (C)

13-b Net Payment Period. Bills are due upon presentation, and the net bills are contingent upon prompt payment. Should payment not be made within the time specified for payment of the net amount, an additional charge will be made as specified in the rate statement, subject to the right of the Company to waive this charge for any Customer once in each calendar year for reasons deemed by the Company to be good and sufficient. The due date for payment of the net amount will be shown upon each bill and will be at least 15 days for Non-residential and 20 days for Residential customers from the date of transmittal of the bill, except on bills to United States Government, Commonwealth of Pennsylvania or any of their agencies, municipal, religious, charitable and educational institutions not conducted for profit, the net payment period shall be thirty (30) days after date of presentation.

When the due date for residential service occurs from the 21st day of the month through the 5th day of the following month, the due date may be extended to the 6th day of the latter month for Customers on fixed incomes receiving Social Security or equivalent monthly checks on or about the 1st of the month. Such requests for due day extensions must be made by signed application at the Company office and must be renewed annually.

13-c Date of Payment. When Residential Customers bills are paid through the mail the date of the postmark will be considered the date of the payment. When Residential Customers' bills are paid through electronic transmission, the effective date of payment shall be the date of actual receipt of payment by the Company. When Residential Customers' bills are paid 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. For purposes of this section, an "Authorized Payment Agent" shall mean an agent expressly authorized by Company to accept payments from Customers on Company's behalf. (C)

13-d Estimated Bills. The Company reserves the right to read meters on bimonthly or quarterly schedules and to render standard bills for the recorded use of service based upon the time interval between meter readings. At its option, when meters are read bimonthly or quarterly, the Company may render estimated bills on a monthly basis for the periods when meter readings are not obtained. Standard Company payment terms shall apply to these bills. The Company may estimate the bill of any Customer if extreme weather conditions, emergencies, equipment failures, work stoppages, failure to gain access or other circumstances prevent actual meter reading. (C)

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

13. PAYMENT TERMS

- 13-e Budget Billing - Residential Customers. At the option of the Residential Customer, the Company will make an estimate for Residential Customers of the annual consumption of electricity commencing with the June meter reading date. A budget bill for approximately one-twelfth (1/12th) of such estimate will be rendered monthly. Any adjustment necessary in applying for the full period the actual charges herein established will be made the final bill for said period. 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 Customer request. If a Budget Billing Plan bill is unpaid when the next monthly bill is about to be rendered, the budget billing arrangement under the plan may be terminated by the Company. Any Customer not wishing to be billed under the Budget Billing Plan will, upon proper notification to the Company, be billed as provided under Rule 13-a. (C)

HUD Financed Housing: Budget Billing for service, as described above, is available to master metered electrically heated multifamily dwelling units during the time that such unit is either owned by the Federal Department of Housing and Urban Development or subject to a first mortgage held or guaranteed by that agency.

- 13-f Company Late Payment Charge. After the due date, a late payment charge is applicable in accordance with provisions of the Rate Schedule under which service is supplied. For Residential Customer payments made through the mail, the Company shall not impose a late payment charge unless payment is received more than 5 days after the due date. (C)

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

**14. TERMINATION OR DISCONNECTION BY COMPANY**

- 14-a Termination of Service. Termination of service shall mean the disconnection or cessation of service, whether temporary or permanent, without the consent of Customer. The Company may terminate service on reasonable notice and remove its equipment in case of (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 agreement, or (v) violation of tariff Rules and Regulations. The Company may terminate service without notice for (i) Unauthorized Use of Service delivered on or about the affected dwelling, (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, or (iv) violating tariff Rules and Regulations which endanger the safety of a person or the integrity of the Company's distribution system. (C)
- 14-b Safety Shut-Off. The Company may disconnect without notice if the Customer's installation has become dangerous or defective, or if upon examination of the Customer's installation by fire underwriters' association having jurisdiction, a certificate of approval is refused. (C)
- 14-c For Residential Customers, the Company will accept the following as verification of household income in determining the eligibility of an account under Chapter 56 for 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 the Residential Customer has no income, then a notarized statement of how living expenses are managed and paid for, (iv) if a source of income is rental income, then a verified copy of rent receipt(s), (v) 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, (vi) child support and/or alimony support verification letter, (vii) if the Residential Customer receives payments from unemployment benefits or workers' compensation, then a copy of the determination letter or check stub, (viii) previous year's income tax statement, (ix) a filed 1099 form showing any interest income, annuity or dividends, and (x) a verification letter from DPW of any approved cash or crisis grant applicable to the current heating season. (C)
- 14-d Reconnection Charge. When service has been disconnected under the provisions of Rule 14-a and 14-b, the Company may require a deposit as a condition of reconnection of service as well as full payment of outstanding company charges. The Company will not condition the reconnection of services on the Customer's payment of outstanding electric generation supplier charges unless those charges are the result of services provided by the supplier of last resort. In addition, prior to reconnection, one of the following charges may apply. (C)

Reconnection During Normal Working Hours	\$28.00
Reconnection Other Times	\$108.00

(C) Indicates Change

Issued: February 3, 2012

Effective: April 3, 2012

**RULES AND REGULATIONS (continued)**

**15. DISCONTINUANCE OF SERVICE BY CUSTOMER**

- 15-a Discontinuance of Service. Discontinuance of service shall mean the disconnection or cessation of service with the consent of Customer. (C)
- 15-b Notice to Discontinue. Any Customer who is about to vacate any premises supplied with electricity or for any reason wishes to have service discontinued shall give at least seven (7) days notice to the Company and any non-Customer Occupant specifying the date on which it is desired that service be discontinued. In the absence of such notice the Customer shall be responsible for all services rendered. 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 discontinuance of service at either (i) a dwelling other than the Customer's residence, or (ii) at a single meter, multi-family residence, whether or not the Customer's residence, then 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. (C)
- 15-c Final Bill. The final bill for service is due and payable immediately after notice to discontinue and final reading of the meter. (C)

(C) Indicates Change

Tariff- Electric Pa. P.U.C. No. 5

- 1-d Rules and Regulations. The Rules and Regulations are a part of every contract for service and govern all classes of service unless otherwise specifically modified by a rate. The Tariff provisions apply to everyone receiving electric service from the Company, and the lawful receipt of electric service shall constitute the receiver a "Customer" of the Company.
- 2-a Contract for Service. Every Applicant for the supply of service may be required to sign a contract specifying the intended use of service, the applicable rate schedule and other service conditions. The term "Applicant" shall mean any person, corporation or other entity that (i) desires from the Company electric service or any other service provided for in this Tariff at a specific location, (ii) complies completely with all Company requirements for obtaining electric service 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. A contract between the Company and the Customer is valid only when accepted in writing by a duly authorized Company representative; provided, however, the acceptance or use of service is deemed a request for the supply of such service and constitutes a contract to pay for the service under these rules and the applicable rate schedule. For residential utility service customers, the term Residential Applicant shall mean any Applicant who is (i) a natural person at least 18 years of age not currently receiving service who applies for residential service, or (ii) any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential service is requested. The term "Residential Applicant" shall not include a Residential Customer who seeks to transfer service within the Company's service territory. The term "Occupant" shall mean a natural person who resides in the premises to which gas service is provided. and The term "Residential Customer" shall mean a Customer who is either (i) 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 (ii) any adult occupant whose name appears on the mortgage, deed or lease of the property for which residential service is requested or provided. A Residential Customer shall remain a Customer after discontinuance or termination of service until the final bill for service is past due.

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- 2-g Prior Debts.
  - (i) Residential Customers. 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%.
  - (ii) Non-Residential Customers. Service will not be furnished to former Customers until any indebtedness to the Company for previous service has been satisfied.
  - (iii) Service will not be withheld for indebtedness resulting from previous service provided by an electric generation supplier unless that service is provided by the supplier of last resort.
  - (iv) 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 Occupant and legally responsible for the account 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.

2-h Unauthorized Use of Service. Unauthorized connection to the Company's supply facilities may be terminated without notice. Use of service without notifying Company and enabling it to read its meter will render the user liable for any amount due for service supplied to the premises from time of last reading of meter immediately preceding his occupancy as shown by the Company's books. 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.

2-i 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 in Section 2-h.

3-a Deposits for Non-Residential Accounts. A cash deposit may be required from an applicantApplicant to secure payment of bills. The Company may require an existing non-residential Customer to post a deposit to reestablish credit whenever the Customer has been delinquent in the payment of any two (2) consecutive bills or three (3) or more bills within the previous twelve (12) months.

3-b 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:

(i) 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 agreement; (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; or (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.

(ii) 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.

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

(iv) 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.

(v) The Company has established separate credit procedures and standards for Residential Applicants and Residential Customers who are victims with a protection from abuse order. 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-c Amount of Deposits. For Residential Applicants, ~~The~~ deposit shall not be more than one sixth of the applicantResidential 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-b 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. For non-residential Customers, the deposit shall not be more than the bill for the estimated usage for one

average monthly billing period plus that for the highest monthly billing period within the most recent twelve (12) months.

3-d Payment Period for Deposits.

(i) Any Applicant seeking to establish service at a new or different service location, and any non-residential Applicant 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.

(ii) Any Residential Applicant or Residential Customer seeking to reconnect service at the same service location previously terminated or discontinued, from whom the Company requires a deposit as a condition of reconnection of service in accordance with 52 Pa. Code § 56.191, shall pay at least 50% of the required deposit prior to the reconnection of service, with 25% of the required deposit to be billed by the Company 30 days after reconnection of service and the remaining 25% billed 60 days after the 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.

(iii) Any Customer receiving service from the Company shall pay the required deposit in full on or before the due date; provided that, 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-b(iii) or (iv) 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-ee Interest on Deposits. Deposits from all Customers shall bear simple interest at the rate of six percent (6%) per annum. Deposits shall cease to bear interest upon discontinuance of service.

3-fd Deposit Hold Period for Residential Customers and Refund of Deposits. Company may hold a deposit on a Residential Customer's account until the later of (a) when the Residential Customer establishes a timely payment history, as established by timely and in full payments for twelve (12) consecutive months; or (b) a maximum period of twenty-four (24) months (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. A deposit secured from a Residential or Non-Residential Customer shall be returned after the such Customer has paid bills for service for twelve (12) consecutive months without having service terminated and without having paid the bill after the date when due on more than two (2) occasions. The non-residential Customer may elect to have the deposit applied to the account in order to reduce bills for service in lieu of a cash refund. Upon termination or discontinuance of service, the Company shall promptly apply the deposit, including accrued interest, to any outstanding balance for service and refund the remaining to the non-residential Customer.

3-g 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-c.

3-he Payment of Undisputed Bills. The payment of any undisputed bill shall be considered as a payment of the bill, with or without discount or penalty, within thirty (30) days following the period for which the bill was rendered or payment within thirty (30) days following presentation of the bill or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is terminated substantially in favor of the Customer and payment made by the Customer within ten (10) days thereafter.

3-ff Return Check Charge. The Company may impose a service charge of five dollars (\$5) for each check received from a Customer in payment of bills for service that is dishonored and returned by the bank on which it is drawn.

6-h Automatic Meter Reading. The term "Automatic Meter Reading" or "AMR" shall mean 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 Remote Meter Reading Devices (defined herein). All meter readings by an AMR shall be deemed actual readings. The term "Remote Meter Reading Devices" shall mean 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, and does not include AMR and devices that permit direct interrogation of the meter.

13-a Billing Period. The Company shall bill monthly. When periods are substantially greater or less than one month, bills will be computed by prorating on the basis of the actual period covered by meter readings. Failure to receive a bill will not release a Customer from payment obligation. 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.

13-c Date of Payment by Mail. When Residential Customers bills are paid through the mail the date of the postmark will be considered the date of the payment. When Residential Customers' bills are paid through electronic transmission, the effective date of payment shall be the date of actual receipt of payment by the Company. When Residential Customers' bills are paid 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. For purposes of this section, an "Authorized Payment Agent" shall mean an agent expressly authorized by Company to accept payments from Customers on Company's behalf.

13-d Estimated Bills. The Company reserves the right to read meters on bimonthly or quarterly schedules and to render standard bills for the recorded use of service based upon the time interval between meter readings. At its option, when meters are read bimonthly or quarterly, the Company may render estimated bills on a monthly basis for the periods when meter readings are not obtained. Standard Company payment terms shall apply to these bills. The Company may estimate the bill of any ~~ratepayer~~ Customer if extreme weather conditions, emergencies, equipment failures, work stoppages, failure to gain access or other circumstances prevent actual meter reading.

13-e ~~Equal Monthly Payment Plan~~ Budget Billing - Residential Customers. At the option of the Residential Customer, the Company will make an estimate for Residential Customers of the annual consumption of electricity commencing with the June meter reading date. A budget bill for approximately one-twelfth (1/12th) of such estimate will be rendered monthly. Any adjustment necessary in applying for the full period the actual charges herein established will be made the final bill for said period. 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 Customer request. If an Equal Monthly Payment Budget Billing Plan bill is unpaid when the next monthly bill is about to be rendered, the budget billing arrangement under the plan may be terminated by the Company. Any Customer not wishing to be billed under the Equal Monthly Payment Budget Billing Plan will, upon proper notification to the Company, be billed as provided under Rule 13-a.

13-f Company Late Payment Charge. After the due date, a late payment charge is applicable in accordance with provisions of the Rate Schedule under which service is supplied. For Residential Customer payments made through the mail, the Company shall not impose a late payment charge unless payment is received more than 5 days after the due date.

14-a Termination of Service. Termination of service shall mean the disconnection or cessation of service, whether temporary or permanent, without the consent of Customer. The Company may terminate service on reasonable notice and remove its equipment in case of (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 agreement, or (v) violation of tariff Rules and Regulations. The Company may terminate service without notice for (i) Unauthorized Use of Service delivered on or about the affected dwelling, (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, or (iv) violating tariff Rules and Regulations which endanger the safety of a person or the integrity of the Company's distribution system.

~~Nonpayment Shut-Off. The Company reserves the right to disconnect its service upon proper notice and remove its equipment in case of nonpayment of the Company's portion of the customer's total electric bill. The Company will not disconnect service for non-payment of an electric generation supplier's charges unless those charges are the result of service provided by the supplier of last resort.~~

~~14-b Violation of Rules and Regulations. The Company may upon reasonable notice, disconnect service because of violation of the Company's Rules and Regulations.~~

~~14-be Safety Shut-Off. The Company may disconnect/terminate service without notice if the Customer's installation has become dangerous or defective, or if upon examination of the Customer's installation by fire underwriters' association having jurisdiction, a certificate of approval is refused.~~

~~14-d Shut-Off for Fraud. The Company may disconnect without notice for abuse, fraud, or tampering with the meters, connections or other equipment of the Company.~~

14-c For Residential Customers, the Company will accept the following as verification of household income in determining the eligibility of an account under Chapter 56 for 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 the Residential Customer has no income, then a notarized statement of how living expenses are managed and paid for, (iv) if a source of income is rental income, then a verified copy of rent receipt(s), (v) 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, (vi) child support and/or alimony support verification letter, (vii) if the Residential Customer receives payments from unemployment benefits or workers' compensation, then a copy of the determination letter or check stub, (viii) previous year's income tax statement, (ix) a filed 1099 form showing any interest income, annuity or dividends, and (x) a verification letter from DPW of any approved cash or crisis grant applicable to the current heating season.

~~14-de Reconnection Charge. When service has been disconnected under the provisions of Rule 14-a and 14-ba, b, and d, the Company may require a deposit as a condition of reconnection of service as well as full payment of outstanding company charges. The Company will not condition the reconnection of services on the Customer's payment of outstanding electric generation supplier charges unless those charges are the result of services provided by the supplier of last resort. In addition, prior to reconnection, one of the following charges may apply.~~

15-a Discontinuance of Service. Discontinuance of service shall mean the disconnection or cessation of service with the consent of Customer.

15-b Notice to Discontinue. Any ratepayer/Customer who is about to vacate any premises supplied with electricity or for any reason wishes to have service discontinued shall give at least seven (7) days notice to the Company and any non-ratepaying Customer eOccupant specifying the date on which it is desired that service be discontinued. In the absence of such notice the ratepayer/Customer shall be responsible for all services rendered. 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 discontinuance of service at either (i) a dwelling other than the Customer's residence, or (ii) at a single meter, multi-family residence, whether or not the Customer's residence, then 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.

15-cb Final Bill. The final bill for service is due and payable immediately after notice to discontinue and final reading of the meter.

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION.

FEB - 3 2012

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Rulemaking to Amend the :  
Provisions of 52 Pa. Code, Chapter 56 to : Docket No. L-00060182  
Comply with the Provisions of Chapter :  
14; COMPLIANCE TARIFF FILING :  
OF UGI UTILITIES, INC. – ELECTRIC :  
DIVISION :

CERTIFICATE OF SERVICE

I hereby certify that I have, this 3rd day of February 2012, served a true and correct copy of the foregoing document in the manner and upon the persons listed below in accordance with requirements of 52 Pa. Code § 1.54 (relating to service by a participant):

VIA FIRST CLASS MAIL AND ELECTRONIC MAIL:

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\_\_\_\_\_  
Paul J. Szykman

Dated: February 3, 2012

From: (610) 796-3415  
Jennifer Sterner

Origin ID: RDGA



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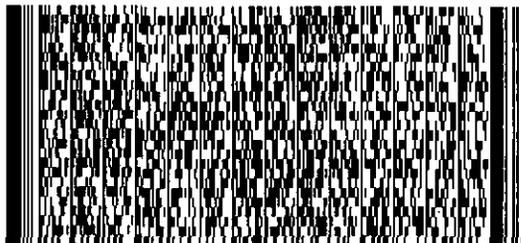


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**PA Public Utility Commission**  
**400 NORTH ST**  
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**HARRISBURG, PA 17120**

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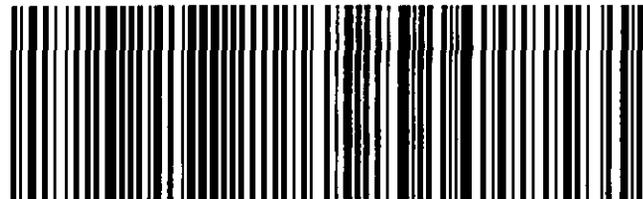
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